App. F. IX-4

Previous References. 1942-43 L-B.

File No. 57-42

Serial Nos. 2, 6

Later References. P. Reserve 17.6.61

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 1 to 2

Part B for April 4

SUBJECT

R. A. No 141 - Report on the file of the High Court - (Jawali Family Bank)

Serial No.

Petition dated 2-12-42 from Mr. Laboorkhaka on behalf of his client Mr. Raghupathi Rao of the Jawaly Family Bande Appt regarding compromise of R-A-141/40-41 on the file of the High Court

Hearing date 10th December 42

1) The Advocate General is appearing on behalf of Govt in this case. And certain Secretariat Collections on the subject have been sent to the Advocate General for his reference and return. When done with

2) It is for orders if he may be requested to take an adjournment in the case tomorrow - and forward the Secretariat Collections sent to him as they are required for reference for considering the present petition

Draft 3/12 3) Submitted with a draft for approval and other orders.

Cus
3-12-42

3/12/42

P 3892/ dated 3-12-42 issued to the Advocate General requesting him to take an adjournment in the case and also returning the Secretariat Collections as they are required for reference

No. A

2

Letter No. 434/ dated 4th December 1942 from the Advocate General returning the Secretariat Collections sent to him for

NOTE—Contn. Sheet.

settlement out of Court, nor by the reasons given in the appellant's petition praying for a settlement. In my opinion, both have missed the strong legal points which exist in support of the Plaintiff's case, and so has the trial Court, and they are as below:

10) The plaintiff has nowhere given up his point that he bases his cause of action on the ad interim order No.1531 (Ex. VII p. 92 of the book) as well (hereinafter referred to as - "the bond"). That being so, the position is that the contract evidenced by the bond remains in force unless and until it is shown to have been discharged. Barring performance, this can happen only in onw of two ways: either by a fresh contract being substituted for the original contract or by the obligor - repudiating the contract and the obligee putting an end thereto either by express words or by necessary implication from conduct and claiming damages for anticipatory breach. In this case, no doubt, the obligor has repudiated the contract, by giving the notice Ex.B (Dated 19-4-1929), but the obligee has nowhere accepted the repudiation as such and claimed damages for anticipatory breach but has throughout claimed the amount "due under the bond". Vide - Ex.XVII (memorandum dated 9/5/1928, sent by the - plaintiff to the District Board), Ex.J. (lawyer's notice dated 4/8/1930) and Ex. H (Plaintiff's petition to ~~kkk~~ District Board dated 8/3/1931). No doubt, the plaintiff's claim for the principal of the bond was premature and hence not tenable under the terms of the bond, but this circumstance could be utilised by the District Board as a defence only if the - Plaintiff had sued for the principal amount. As it

page 58 of the printed record

page 108 of the record

page 68 of the record

page 158 of the printed record

the last moment left in the belief that he would be paid the interest up to the date of payment, I opine that it is advisable as well as equitable to offer ~~Rs.2,250~~ Rs.2,500/- in full settlement as below:-

I. 3 years' interest on Rs.15,000/- at 5 per cent.	...	Rs.2,250- 0-0.
Plaintiff's proportionate costs in lower Court:-		
Court-fee on Rs.2250/-	...	Rs. 181- 4-0.
Lawyer's fee:-	...	Rs. 112- 8-0.
Other costs:-	...	Rs. 24-15-0.
Plaintiff's proportionate costs in appeal:-		
Court-fee on Rs.2250/-	...	Rs. 181- 4-0.
Vakalat, Judgment & Decree certifying and notice(about):-		Rs. 10- 0-0.
Lawyer's fee:-	...	Rs. 112- 8-0.
(Proportionate) Printing Charges:-		Rs. 30- 0-0.
Total:-		Rs.2,902- 7-0.

II. Defendant's proportionate costs on Rs.4,612-8-0.		
In Lower Court:-		
Lawyer's fee:-	...	Rs. 230-10-0.
Other costs:-	...	Rs. 36-13-0.
In appeal :-		
Lawyer's fee:-	...	Rs. 230-10-0.
Vakalat:-	...	Rs. 2- 0-0.
Total:-		Rs. 500- 1-0.

(13) Deducting II from I, we get Rs.2,402-6-0. To this I would add Rs.97-10-0 on account of interest on Rs.2250/- from the date of suit - the same may or may not be awarded by Court - so as to offer an -- equitable and worth-while amount as the Plaintiff has till now spent over Rs.1,500/- on the litigation, out of which Rs.900/- has been received by Government for ~~Court fee~~ court fee.

In passing,

3899.

R A · 141/40 · 41 on the file of the High Court
(Tamale Trunk Roads Court of Assessors)

General and Revenue Secretariat
R. A. & L. C.

File No. of 194 . [App. F. III–2

Serial No.

by the A.S. in paras 10 & 23
of Law 52739 Sls 1 & 3, Enclosed
18) The technical grounds
urged in the Petition
pursuant whereof Order
was Made or by the Court
19) The main question
to be considered is whether
the amount was deposited
in Court — or was refunded
& if refunded
interest is payable
20) Therefore the opinion
of the present A.G. is
that may be accepted

Cus
Printed Law 23-12 in

21) It is submitted that the file was
returned to Kumasi and put up the references
regarding the Comptroller's other file no 699/
referred to in para 15 of the note in Law
file 52-39 Sls 1-3 placed below

22) It has been informally ascertained
from the State Loan section of the Comptroller's Office
that the file required for reference has been forwarded
to the President District Board Shenioga for

Flag O

NOTE—Contn. Sheet

3899 ∫ 4858

R.A. 141/40.41 on motion of the High Court (Java) Jami ∫ Bank Ltd. Vs Court of Wards

Continuation Sheet: File No. / Current No. of Page.

of the records called for from him 9

JAN 18 1943
6250

Letter no. D 165/29.30 Dated 17th January 1943 from the President District Board Shimoga forwarding the records called for.

A draft letter of acknowledging receipt of records is also put up 18/1

P.No. 949/dated 18.1.43 sent to President Dist. Board Shimoga

3) The records referred to in paras 21-22 supra have now been received from the President District Board Shimoga, and are herewith put up and submitted for orders. 4) The full records have come. The Commissioner may be called upon to submit the appeal memorandum & paper book. 18/1 A draft letter to the advocate general is put up for approval. 18/1 3 18.1.43

The Case is posted to 19.1.43 for report & Commissioner 3 18/1/43

3) Shri Rao Saheb Appaiah Appointed 17.2.20.

3) Entire Record Perused & Case Marked Law 16.1.43

3 18/1/43

3) Put up 18/1

Case 1-43 16.1.43

OFFICE OF THE MINISTER FOR L.S.G. & P.H. Date 18.1.43 No. 551/7

3) Note the above 18.1.43

3 18/1/43

3) A draft to the Advocate General is put up for approval.

3) Jan Journal 18/1 Case 18.1.43

3 18/1/43

3) 20/1/43 Case 1/2 20.1.43. 3 18/1/43

Dear [illegible],

Mr. Fairbairn is away [illegible] his work on 26.3.43 [illegible] Shashland to [illegible] make [illegible] Minister [illegible] & Sir and [illegible] Minister, [illegible] like also meat may be [illegible].

I deeply regret his mistake and hope such [illegible] may be kindly excused.

6/3/43.

6/3/43

[illegible] 6/3/43

6-3-43

[illegible] 6/3/43

10/

The draft letter is for approval.

10643
6.3.43

[illegible]

OFFICE OF THE MINISTER FOR L. S. G. & P. H.
Date 8.3.43
No. 730/

TYPING SECTION
- 9 MAR 1943
GEN. & REV.

6/3/43

6.3.43.

6-3-43

6/3/43

Tavali Family Bank Vs Govt of Mysore
6362/42

Continuation Sheet. L B File No. 5-7 / Current No. of 1, 0 Page. 13

To

The P. D. B. Shimoga

No L 9144 dated 10-3-43

Requesting to arrange for the payment of Rs 25-00 to the Tavali Family Bank and get a discharge of the obligation and calls for a report of action taken

If appd. this will be sent to Law Section for kindly taking the refcs put up by them and returning the file.

After the receipt of the file from the Law Section, it will be placed in Suspense till the report of action taken by the P. D. B, Shimoga is received. On receipt of such report

12/3/43 Law Section P W D Branch

GS 1/3

5475/L

12/3/43

yes 12/3/43

MKM 11/3

L.B. file no. 57 of 42

6). From the P.O.B. Shimoga Dr
No C. 273/40-41 of 12.7.44

Requests in the circumstances explained that the Comptroller may be addressed to place a sum of R 330-12-0 at the disposal of the Sub-Treasurer Shimoga for being deposited in his Court.

The previous papers on the subject were sent to the Law Secretariat on 14/5/43 with Diary No 675 7/2. If approved, they will be obtained and further action taken.

7) In favour of Compliance immediate

Law Secretariat) L. 2/8/44

8) Place in Register above 3/ 2/8

9) The previous papers file containing previous papers in Legislative Dept.

sent to the L.S.G.Br 8/2/45

10) 8/2/45 Submitted. 9/2 PL take further action if any

8/2/45

6) The papers referred to at A above have not been sent. Please return them also if not already done.

9/2 Asst Regr 9/2/45

8) The papers referred to at A above are not to be found in the Protection Branch. The previous references that are available are put up herewith.

L.S.G.Br) 10/2/45 for 10/2/45

Dme to cy 1062 √9013

L

L 24/8/45

To

The Comptroller to govt.

No L 1276 & 24/8/1945.

Requesting to place a sum of Rs 330/12/- at the disposal of the Sub Judge Shimoga for payment to the judgment Debtor in O.S. No 9/39-40 being the cost of the suit

Pl enquire if the amt has been since paid as ordered above

L 26/11/1945

Sd with a draft letter

29/11

29/11/45

To the Comptroller Govt

No L 4026 § 1.12.45

Calls for the above enquiry

To

The Comptroller

No. 304/A2. & 30/8/1946

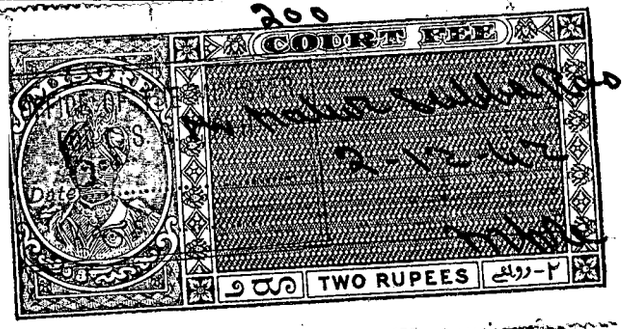
States that the bill has been paid

The Comptroller States that a bill for Rs 420-0-9 (Rs 330-12-0 + 84-4-9 (interest)) was recd from P.O.D. & the same has been passed for payment.

No action seems to be

3816/

OFFICE OF THE MINISTER FOR L. S. G. & P. H.
Date 2-12-42
No. P.384



Before the Minister for the Local Self Government.
to the Government of Mysore.
Bangalore

Petitioner: The Javali Family Bank, in liquidation, represented by the sole managing liquidator (Javali) Raghupathi Rao, Tirthahalli.

The petitioner begs to submit as follows:-

1) The petitioner is the managing liquidator of the Javali Family Bank, Ltd., Tirthahalli, which has gone into voluntary liquidation. He is making this petition to the Government without prejudice to the merits of the case, between himself and the District Board Shimoga, which is pending before the High Court of Mysore in R.A. 141 of 40-41.

2) From a perusal of the pleadings in the case which are printed on pages 1 to 5 and the judgment of the Sub-Judge, Shimoga, printed on page 30 and the deposition of Mr. Naronha examined on behalf of the District Board, Shimoga, printed on page 50 of the printed book herewith produced it will be clear that the District Board, Shimoga, is resisting the claim of the

tioner for payment of interest on the District Board debenture ad-interim order No. 1531 on a plea of limitation. The District Board, Shimoga, has taken an endorsement of discharge from the petitioner on 6-4-1939 to the effect "Received the principal and the interest up to date due on ad-interim bond No. 1531." This is seen on page 94 of the printed book. The petitioner expected that he would be paid Rs.23,000/- due to him towards the principal and interest due upto that date. This was the amount due in fact to the petitioner from the District Board, Shimoga, as per term of the contract between the petitioner's ancestors who took the debentures from the District Board, Shimoga and paid Rs. 15,000/- towards the shares taken by them. Exhibit Q. printed on pages 72 and 73 of the printed book, shows that it was the intention of the District Board, Shimoga to pay a sum of Rs.23,062-8-0 for which a bill was sent by the District Board, Shimoga as per instruction issued by the Comptroller in his letter No. 2411 S.L. dated 23-2-39. This bill was sent on 12-4-39 and the correctness of the bill was verified by the District Board President, Shimoga; Vide pages 72,73,74 and 75. On page 75 of the printed book is found the verification by the District President Shimoga "verified that the interest of Rs. 8062-8-0 now claimed in this bill is due and has not been paid to the holder of ad-interim Order No. 1531."

3) As found on page 72 of the printed book the refund bill was modified by the comptroller vide his letter

No. 3068 of S.I., dated 19-5-39 and a sum of Rs. 15,264-9-4 was ordered to be paid. The details showing the basis of calculation are found on page 74 of the printed book.

4) It is clear from records, to the printed copy of which kind notice is invited that in refusing to pay interest up to the date of discharge i.e., 6-4-39, the District Board of Shimoga has committed a breach of a moral obligation.

5) It is unfortunate that the District Board of Shimoga should have been advised by the office of the comptroller to refuse to pay the interest of nearly Rs. 8,000/- due on the ad-interim order mentioned above. The claim of the petitioner for interest is being resisted purely on the point of law of limitation. It is a claim for interest at 5% on a sum of Rs. 15,000/- from 1929 to 1939. The District Board of Shimoga or the Government which took on the liability to pay, had the benefit of the use of the petitioner's moneys during these ten years. The members of the Javali Family Bank to whom these amounts were due, have borrowed moneys elsewhere at high rates of interest to meet their needs and suffered heavy financial loss. One of them had to go insolvent, on account of his share in these moneys not being made available to him in time. Our Government and the various departments of it including the Local Boards, have a reputation of

resting their case generally on a moral basis. It is in evidence in this case that the District Board of Shimoga and its financial advisers have chosen to depart from this rule and exploite the ignorance of the backward people of Malnad.

6) The petitioner prays that your honour may kindly look into the moral aspect of the case and grant the relief which the petitioner richly deserves.

7) R.A. 141/40-41 in the High Court of Mysore, the appeal of the petitioner before the High Court is posted for settlement or argument to the 4th of this month. If the Government feels that the case of the petitioner deserves consideration, the Government may be pleased to intimate the Advocate general that he may bring to the notice of the High Court that the matter is receiving the sympathetic consideration of the Government and that an adjournment may kindly be taken.

8) This is a matter in which the prestige and reputation of the Government about which we, the loyal subjects are so jealous is concerned and it is very necessary that redress is given to the members of the Javali Family, Tirthahalli, who had invested Lakhs of rupees in the Government Savings Bank and other Government Securities.

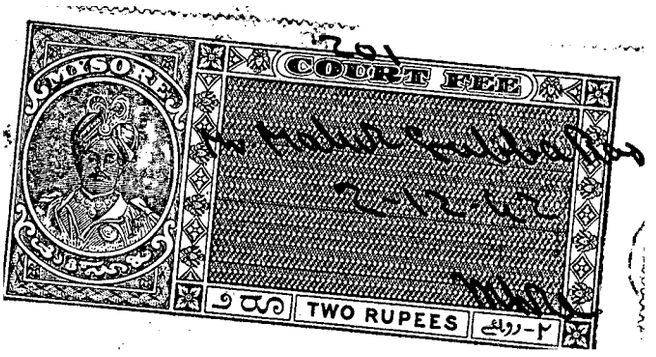
The petitioner prays that your honour will be pleased to pardon the petitioner for intruding upon yourhonour's precious time and take early action in the matter.

The petitioner prays that the Government may be be pleased to view the matter with sympathy and grant redress to the petitioner on a moral and equitable basis.

Malur Subba Rao
advocate
for Petr

2/12/42

J. Raghupathi Rao
Managing Liquidator of
The Javali Family Bank Ltd.
(In liquidation)
Tirthahalli.
(Camp) Shimoga.
Dated. 27th Nov. 42



Before the Local Self Government Minister
In the Court of the to the Government of Mysore

Case No. **of 194 —194 .**

Appellant, Plaintiff. *Respondent, Defendant.*

Jawali Raghupathi Rao
Managing Liquidator
of J. H. Gowda Ltd
in Liqn Vs. District Board
of Shimoga

1. .....the.....abovenamed do by these presents retain Malur Subba Rao.
MR. B. ~~VASUDEVAMURTHY~~, B.A., LL.B., Advocate, to appear in and conduct the above case on.....behalf to judgment.

2. .....further empower him to execute any decree or order that may be passed in.....behalf and to receive from Court all documents, refunds and sums of money as.....may be entitled to get and grant receipts therefor.

3. .....also undertake to confirm and ratify all the legal acts done by him in so doing.

(Camp) Shimoga.
~~BANGALORE~~,
27th Nov. 1942.

J. Raghupathi Rao

Accepted.

Malur Subba Rao
Advocate for

Signed before me and personally known to me.

Malur Subba Rao
Advocate.

THE POWER PRINTING WORKS, CHICKPET, BANGALORE CITY

In the High Court of Mysore

Regular Appeal No. 141 of 1940—41

SHIMOGA

The Javali Family Bank, Ltd.

(Appellant—Plaintiff)

By Mr. Maloor Subba Rao

Vs.

The District Board of Shimoga

(Respondent—Defendant)

By Advocate General

Presented :— 9—6—41

In the Court of the S. J. of Shimoga. O. S. No. 9 of 39—40	Plaint filed	2—12—39
	Decree passed	23—12—40

In the High Court—Appeal filed—20—6—41

Nature of claim—Suit to recover Rs. 6862-2-8 being the balance of interest on Railway Debenture Bond.

To be heard on **19**

CAXTON PRESS, FORT BANGALORE CITY 22—5—42,

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„	J—Legal notice issued to defendant from plaintiff's counsel dated 4—8—30 ...	do	...	68
„	K—Petition sent to defendant from plaintiff dated 24—8—31 ...	do	....	69
„	K1—Notice issued to plaintiff from the Amildar, Thirthahalli dated 18-8-31	do	...	x
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„ T	—Proceedings book maintained by plaintiff's Bank	do	...	76
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IN THE COURT OF THE SUBORDINATE JUDGE. SHIMOGA.

O. S. No. 9 of 1939—40.

Plaintiff:—The Javali Family Bank Ltd., in liquidation represented by the sole Managing Liquidator (Javali) Ragupathi Rao. Thirthahalli.

Vs.

Defendant:—The District Board of Shimoga, represented by its President for the time being K. H. Halappa Esq., B.A., Shimoga.

Under Order 7 Rule I. C. P. C.

The plaintiff abovenamed to state as fallows.

1. Javali Raghupathi Rao, son of Javali Hanumantha Rao, is now the sole Managing Liquidator of the plaintiff the Javali family Bank Ltd., (in liquidation) and is residing at Thirthahalli, Shimoga District and the adress of the plaintiff for service of all notices and process etc., is that of his pleader Mr. S. V. Krishnamurthy Rao B. Sc. LL.B., at Shimoga.

2. The President for the time being of the defendant, the District Board of Shimoga is Mr. K. H. Halappa, at Shimoga; and the address for service of all notice and processes on the defendant is the office of the District Board of Shimoga, Shimoga Taluk and Shimoga District, Mysore State.

3. The directorate of the plaintiff Bank ceased to function from and about 24—8—1929 on which date the resolution passed by the General Body of the said Bank on 27—7—1929 was duly confirmed and the said Bank held amongst its an assets Ad-Interim Order No. 1531 of the value of Rs. 15000 issued in respect of the Shimoga Distrct Board Railway Debenture Loan.

4. In and by the notice dated 1—4—1928 issued by the defendant the terms of the District Board Railway Debenture Loan inclusive of the said Ad-Interim Bond already raised in or about 1914 were sought to be altered in material particulars and the plaintiff Bank as holder of the said Ad Interim order No. 1531 received copy of the said printed notice dated 1—4—1927 to which the said Bank represented by its then Manager (Javali Hanumantha Rao) replied on 9-5-1928 to the effect that as the terms on which the said loan was advanced by the plaintiff under the said Ad-Interim Order No. 1531 stood materially altered in the said notice, the loan

demise of the said Javali Hanumantha Rao [illegible]—28 and
there after.

7. The plaintiff Bank went into liquidation some 4 months hence only i. e. in July-August 1929; and the Managing Liquidators duly appointed, acting on the report of the Bank's Auditors who then stated the amount at, and as Rs. 15,542-8-0 [illegible] standing to the credit of the plaintiff Bank requisitioned the [illegible] payment back of the Bond loan, and also pointed out that such payment has been demanded repeated for over a year, [illegible] since 9—5—28. The Ad Interim bond was also surrendered [illegible] 3—11—29 with endorsement thereon "contents received in full [illegible] by the Managing Liquidators after affixing the common seal [illegible] the Bank in the manner and form prevailing [illegible] and signed" giving full acquittance.

8. The defendant then required the plaintiff to produce a Succession Certificate quite an [illegible] the Government by its order No. L. 27-29 No. [illegible] 27 [illegible] 7—30-29 passed on 7—7—31, held that the previous manager having produced a Succession Certificate, so early as 28th July 1922 in this Case No. 29 of 1921—22, explicitly granted to the Javali Family Bank Ltd., no further succession can take place by the death of

the Manager of the Bank, and the heirs of Javali Hanumantha Rao can have no right to the amount and that the defendant's said insistance was accordingly not tenable.

9. The defendant thereafter requisitioned the plaintiff to execute an Indemnity Bond with 2 sureties and this direction too was protested against as not in conformity with law or even the orders of the Government who again agreed with the plaintiff, and caused an indemnity bond alone to be taken from the plaintiff in accordance with a draft sent to the plaintiff by the defendant.

10. The requisition of an Indemnity Bond too was complied with on or about 2—6—1932, in which also a distinct term was introduced both in the preamble and operating part to the effect that the plaintiff will have the payment of the principal and interest thereon without any qualification what so-ever. The Indemnity Bond was executed by all the Directors and the Managing liquidators of the plaintiff bank as per insistance of the defendant although the Directors had ceased to function and yet the amount due was not paid but withheld despite several calls, and ultimately after the lapse of about 7 years, (during which period several calls and reminders were made in vain, in and by communication, dated on or about the 20th March 1939,) the plaintiff was further required to produce a discharge certificate in person on 6—4—1939 to induce the payment and this too was complied with on 6—4—1939 with a note as advised by the Amildar of Thirthahalli on the said ad-interim order No. 1531. (on which there was already a prior endorsement as set out in para 6 supra) to the effect that it was again signed for full payment of principal and interest up to date and the total amount was to be paid to the plaintiff Bank's sole Managing Liquidator, (Javali Raghupathi Rao) as per order of the District Judge in Mis. Case No. 85 of 1932—33 and even after this 2 months lapsed whereupon a payment of Rs. 15,564-9-7 was paid on or about 2—6—1939 by way of transfer of the said amount to the Savings Bank account of the Javali Family Bank, Ltd., (in Liquidation) maintained in the Taluk Treasury of Thirthahalli.

11. Thus from 9—5—1928 (the date of the demand on behalf of the plaintiff which demand was dealt with on 28–2–29) until 2—6—1939, nothing took place save needless and long and inordinate delays which were and are wholly unaccountable and wholly unjustifiable and any way beyond the plaintiff Bank, and

on the aforesaid [illegible] dressed by the defendant to the late [illegible] in his personal and private capacity [illegible] after his demise, in [illegible] dated 9—5—28 issued on behalf of the [illegible] the printed notice dated 1-4-28 calling [illegible] interest, should the rate of interest be not increased [illegible]

14. The socalled notice dated 19-4-28, [illegible] and invalid in as much as it was sent to a [illegible] person and not to any corporate body; and no reliance in fact or law can be placed thereupon and in any event no step based on such invalid notice directed to one not in existence, can clothe the party (viz, the defendant) issuing such notice with any manner of right, and enable the latter to withhold payment of interest justly due to his creditor viz (the plaintiff Bank). Moreover this notice cannot affect the right already accrued to the plaintiff by virtue of the call made on 9—5—28 on behalf of the plaintiff Bank. Such right has also been recognised at all material period and also in the Indemnity Bond and endorsement of discharge above reffered to.

15. The defendant is therefore bound in law and fact to pay the interest accrued and due on the said Ad-Interim Bond No. 1531 untill the date of the payment of the principal i.e. between 30—4—1929 and 2—6—39 at the stipulated rate less income-tax and the same aggregates to Rs. 6862-2-8.

16. The cause of action for the suit arose on the date of the said Ad-Interim order and subsequently, on 16—11—29 when it was surrendered with the endorsement "contents received" in full duly entered on it, on 2—6--32, the date on which the Indemnity Bond was executed, on 6—4—1939, when the further endorsement of "full payment of the principal interest up-to-date" was entered on the Ad-Interim Order, and lastly on 2-6—39, when the payment of the principal together with interest in part was paid.

17. The plaintiff through his counsels Mrs. S. V. Krishnamoorthy Rao and L. S. Veeraraghava Iyer has on 30—9—39 delivered in writing a notice at the office of the defendant as per provisions of Section 106 of the District Board Act III of 1926.

18. The value of the suit for purposes of jurisdiction and Court fee is the same viz, Rs. 6862-2-8.

19. The plaintiff therefore respectfully prays for a decree :-

(a) Directing the payment by the defendant of the said accumulated interest of Rs. 6862-2-8 with further interest at 6 per cent per annum from the date of the plaint until realization.

(b) Directing the payment by the defendant of the cost of the suit.

(c) Granting such other relief or reliefs as may deem fit and proper to this Hon'ble Court.

Sd. J. Raghupathi Rao,
Plaintiff.

Sd. V. Krishnamurthy Rao,
Plaintiff's advocate.

2—12—39.

28th Nov. 39.
Tirthahalli.

Verified and Signed.

Written statement of the defendant.

Under Order VIII Rule 1 of Civil Procedure Code.

1. That the plaintiff held among its assets, an Ad-Interim Order No. 1531 of the value of Rs. 15000 issued in respect of

1929 sanctioned the [illegible] after the department issued a notice [illegible] the plaintiff and it was served on the plaintiff [illegible]. Thus the loan amount became payable [illegible] April 1929 and not prior to that date. The [illegible] 1928 referred to in the 4th para of the plaint [illegible] posal of the plaintiff to the defendant, which [illegible] either to accept or reject and as such the allegation [illegible] to the effect that defendant instead of liquidating [illegible] held up the matter for nearly one year is not at all correct.

4. The notice dated 19th April 1929 was [illegible] Javali Hanumantha Rao, as the Ad-Interim order [illegible] as he was corresponding with the defendant on this [illegible] capacity of the Manager of the plaintiff Bank. The [illegible] not aware of the fact of Javali Hanumantha Rao [illegible] time when the notice dated 19th April 1929 was [illegible] plaintiff nor was the defendant aware of the fact that there was another Manager representing the plaintiff Bank after the death of Javali Hanumantha Rao. It was the duty of the plaintiff to have intimated these facts to the defendant but he failed to do so. Thus, the defendant did not issue the said notice to Javali Hanumantha Rao knowing that he was dead. Any way, the said notice was not misdirected it was served on the son of the deceased, the present plaintiff, who has acted upon the said notice

from the very beginning for and on behalf of the plaintiff Bank. The plaintiff bank never questioned its validity nor has the said bank raised any objection as to its improper service, till the date of notice issued to the defendant in connection of the filing of the suit. Hence the plaintiff is estopped from questioning its validity or the nature of its service at this stage. The conduct of the plaintiff after receipt of the said notice disproves the allegations that the said notice was issued to Javali Hanumantha Rao in his private personal capacity. The said notice is not only valid in law but it is also purposly served on the plaintiff bank. All the allegations in paras 5 to 6 contrary to the facts mentioned in this para are not correct.

5. Adinterim order stood in the name of Javali Hanumantha Rao but he died. Hence, the amount could not be paid to the plaintiff till the plaintiff gave a good and valid a quittance for the said payment. It is false to say that the plaintiff did gave a valid discharge for the loan by surrendering the adinterim order on 16th November 1929 with a proper endorsement thereon or by the mere production of the Succession Certificate or solely by the execution of the Indemnity Bond. As per Government Order No. L. 2—7—29 of L. B. 7—30—19 dated 27th July 1931, the payment of the amount could be made to plaintiff only on the acquittance of all the Directors including the Joint Liquidators, and also on their executing the Indemntiy Bond. But after the execution of the indemnity Bond the liquidators fell out and the matter in dispute had to be decided in the District Court. It is only on 5th August 1938 that the learned District Judge in Mis. No. 35 of 32—33, passed orders appointing Javali Raghupathi Rao as the sole liquidator of the plaintiff Bank. The very fact that plaintiff acted fully in accordance with the Government Order noted above, ipso facto goes to show that he conceded to the demand of the defendant for a valid discharge to be just and legal, and as such, plaintiff is estopped by his conduct to state that he was required by Department to do acts which were not strictly required by law. Plaintiff is solely responsible for the delay in the payment of the amount on account of his inability to give a valid discharge for the payment. After the order of the District Jugde on 5th August 1938. Plaintiff on 16th November 1938 applied for refund and payment was made to plaintifl after he produced the proper discharge certificate on 6th April 1939. Thus it is seen that it is only on 6th April 1939 that plaintiff was able to give a valid discharge for the payment and not earlier. The defendant had a right to demand

this written statement.

7. Plaintiff's claim for interest from 30th April [illegible] 2nd June 1939 as put forth in para 15 of the plaint is not maintainable. Plaintiff could have applied for the refund before 30th April 1929 alone, but he applied for it long after the date prescribed in the notice issued by the defendant to the plaintiff on 19th April 1929 and on this account also, plaintiff's claim for interest is not tenable.

8. Cause of action for this suit as set forth in para 16 of the plaint is not correct.

9. The suit is barred by time.

10. The suit is bad for non-joinder of parties.

The Government of Mysore is a necessary party to this case.

11. There was no wrongful withholding either on the part of Government or the defendant of the amount due to the plaintiff Bank. Money was not paid as plaintiff was unable to give a valid discharge for the payment, and as such plaintiff's suit is not maintainable in law.

12. The defendant admits the notice referred to in para 17 of the plaint.

13. Plaintiff is not entitled to any relief in the case.

14. All the allegations of the plaint which are not specifically admitted herein and which are contrary to the written statement are either false or are not correctly stated.

15. It is therefore prayed that this Hon'ble Court be pleased to dismiss the suit with costs.

Sd. K. H. Halappa,
President,
District Board.

Shimoga,
Dated 27th February, 1940.

Sd. G. Channappa,
Advocate for defendant.

" Verified and signed "

Reply filed by the plaintiff.

1. The Ad-interiam Order No. 1531 is admittedly raised as a Debenture Loan by the defendant in 1914 and recognised as an asset both by the plaintiff Bank and the defendant and is a completed contract.

2. The plaintiff bank was made aware of the purport of the Order No. L. 5825-7/L. B. 45-27-10 dated 28—2—29 (referred to in para 3 of the written statement and para 5 of the plaint) to the extent the same was noted in the defendant's communication dated 19—4—1929, viz.. that the amount of debenture bond may be paid to the plaintiff by the defendant and the plaintiff had no concert nor concern at any time with the negotiations relating to the transfer of the Debenture Loan with its term altered in material particulars by the Government who was but a third party to the said contract as originally entered into.

The defendant apperently hesitated in the matter and took there after 2 months (nearly) and then responded to be reasoned communication dated 6—5—28 on the part of the plaintiff Bank acting by its then Manager, requisitioning the surrender of the said bond and the connected uncashed interest warrants, and this was done on 16—11—29 i. e., about 7 months hence in anticipation of due fulfilment of the terms of the said conract,

5. The plaintiff admits that the reply dated 9—5—28 (referred to in para 3 of the written statement and paras 4 and 5 of the plaint) was only a proposal, which unless and until accepted,

As a fact, the communication was addressed to Javali Hanumantha Rao simply, and not to him as the manager of the plaintiff's bank, while the defendant was then perfectly aware that the said bond formed the asset of the bank. The averments in paras 3 and 4 of the written statement do not lend support to the plea of estoppel sought to be raised therein, on the erroneous basis.

5. Para 5 of the written statement starts with an incorrect premises. The defendant knew even then as now, that the bond was an asset of the plaintiff bank, and that the application for the issue of a Succession Certificate in Mis. Case No. 29 of 1921—22 on the file of the District Court, Shimoga Division, was by and for the plaintiff bank by its manager, Javali Hanumantha Rao, and that such has been adverted to and acted upon vide G. O. No. L. 27-29 L. B. 7-30 19 dated 2—7 31, which established beyond doubt that the debenture bond which originally stood in the name of J. Manjappa, was on his death, transferred by order of the District Judge of Shimoga in Mis. Case No. 29 of 1921 22 to 'The Javali Family Bank Ltd., by its Manager, Javali Hanumantha

Rao' All the allegations to the contrary, and other wise based on the wrong premises with which para 5 of the written statement is started, are divorced from the real context and the correct-sequence of events, and purposefully distorted to explain and justify the purported anticipatory breach and its prolonged animation and clearly the effect thereof, in particular, having regard to the several and unlawful requisitions of the defendant in the guise of calls for valid discharge cannot be ignored, for escaping the continued liability on the part of the defendant to strictly fulfil the terms of the contract, in all circumstances which have supervened since 9—5—28 and 19—4—29. Further the allegations set out in para 5 of the written statement to escape the said liability, and to find a way out therefor in some G. O. which might give the rule of guidence for adoption on the part of the defendant without however affecting or regulating the rights of third parties, already accrued, save on an agreed basis are absolutely misconceived in law and cannot extinguish the continuing liability of the defendant under the said contract until its proper termination.

6. The averment in para 6 of the written statement is not sustainable in that it makes for a repetition of the incorrect reputations.

7. The averment of the defendant in para 7 of the written statement is obviously incorrect. The demand for refund is indisputably conveyed in the reply dated 9—5—28 admittedly received by the defendant in due course and the plaintiff is not privy to any arrangement nor part even to any discussion with the Government as sought to be implicated in the defendant's realy styled notice dated 19—4—29, dealing with the letter dated 9—5—28 (after the lapse of nearly one full year) and any and all further and subsequent delays in the liquidation of the loan and termination of the contract, were plainly at the risk of the defendant. The defendant in the capacity of a debtor cannot be an act of unilaternal volition fix a date beyond which the loan would or should cease to carry interest, and also hold on to the out-standing amount still and have the use and benefiit there of at pleasure, continuously and for indefinte periods. In any event, the payment back of the loan should have been simultaneous with the proposal to with-hold interest, on the other hand there has been no attempt even, of any manner of tender and the defendant's liability in the absence of any proper and adequate disposition of the amount due payable

IN THE COURT OF THE SUBORDINATE JUDGE, AT SHIMOGA.

Original Suit No. 9 of 1939—40.

Dated the 23rd day of December 1940

Present :—L. Venkataramanayya Esq. B.A., B.L., Subordinate Judge.

Plaintiff :—The Javali Family Bank Ltd. in liquidation represented by the sole Managing Liquidator Javali Raghupatti Rao, Tirthahalli.

Vs.

Defendant :—The District Board of Shimoga represented by its president for the tim being K. H. Halappa B. A. Shimoga.

1. Suit is for the recovery from the defendant of Rs. 6,862-2-8 being the alleged balance of interest from 30—4—29 to 2—6—39 due on the Ad-Interim District Board Railway Debenture Bond No. 1531 held by the plaintiff Bank. The suit was filed on 2—12—39.

2. The written statement of the defendant was filed on 28—2—40 and and the reply of the plaintiff on 13—3—40.

3. The suit came up for settlement of issues and the following issues were framed on 15—5—40.

1. Whether there has been a breach of the terms of the Ad-interim Bond No. 1531 by the defendant ?

2. When did the contract under the Ad-interim bond terminate ? And what is the legal relationship of the parties with regard to the transactions culminating in the bond ?

3. What is the legal effect of letters dated 1—4—28, 9—5—25 and 19—4—29 between the parties ?

4. Whether the notice dated 19—4—29 and served on 29—4—29 not valid and not properly served and therefore not binding on the plaintiff as alleged by him ? or, whether it was duly directed to the proper party ?

after the surrender on 16—11—29 of the bond followed by the execution of the indemnity bond on the part of all the directors of the plaintiff bank as well as by both the Managing Directors ?

Whether the suit is barred by limitation ?

Whether the Government of Mysore is a necessary party to the suit ? If so, is the suit bad for non-joinder of parties ?

17. To what relief. if any, is the plaintiff entitled ?

4. The case was posted for evidence to 3—12—40 and subsequent dates and arguments were heard on 12—12—40, 13—12—40, 14—12—40 and 16—12—40 and reserved for judgment.

5. List of witnesses examined and the list of documents admitted in the case by both the parties are filed separately.

6. This is a suit for the recovery of Rs. 6,862-2-8 alleged to be the accumulated interest due between 30—4—29 and 2—6—39 (the date of payment of the principal) in respect of a Debenture Bond No. 1531 (called Adinterim bond number 1531) at the stipulated rate at 5 per cent per annum less income-tax and further interest thereon from date of suit to date of realisation. The suit claim is accordingly for the recovery of the alleged accumulated interest only for over 10 years and is brought after the principal amount was recovered.

7. The gist of the plaintiff's case is as follows :—

The plaintiff is the Javali Family Bank Limited in liquidation represented by the Sole Managing Liquidator Javali Raghupathi Rao. The defendant is the District Board of Shimoga. In September 1914 the defendant decided to raise a Debenture loan offering certain terms and called for subscriptions to the loan from the public as per notification, Exhibit XXVII. The plaintiff bank became a holder in due course of a Debenture Bond for Rs. 15,000 in the Debenture Loan issued by the defendant under the terms referred to in Exhibit XXVII. Under the terms of the Debenture Loan the principal amount subscribed was payable 30 years after the Railway for the construction of which the loan was raised by the District Board came into being and interest at 5 per cent was payable half yearly on the 1st January and the 1st July every year

use of the money till actual payment. The plaintiff alleges that the payment of the principal and the interest only up to 30—4—29 was probably based on the notice dated 19—4—29 referred to above and submits that the defendant is not entitled to place any reliance in fact are in law on that basis for two reasons: (1) that it was sent to a specified person and that to a deceased person and not to a corporate body, the plaintiff; and (2) that the said notice cannot affect the right already accrued to plaintiff by virtue of the call (for refund of the amount) made on 9—5—28 and clothe the defendant with any manner of right and enable the latter to with hold payment of interest justly due to his creditor (i. e. the plaintiff Bank). The plaintiff further alleges that the plaintiff's right by virtue of the call made on 9—5—28 had been recognised by the defendant at all material periods and also in the indemnity bond taken from the plaintiff on 2—6—32 and endorsements of discharge on the bond itself and claims that the defendant is bound in law and in fact to pay the interest which is accrued due and accumulated between 30—4—29 and 2—6—39 amounting to Rs. 6862-2-8.

The cause of action for the suit according to the plaintiff arose (para 16 of the plaint):

(1) On the date of the Ad-interim order and subsequently.

(2) On 16—11—29 when it surrendered with the endorsement contents received in full duly entered on it.

(3) On 2—6—32 the date on which the Indemnity was executed.

(4) On 6—4—39 when the further endorsement of full payment of the principal and interest up-to-date was entered on the Adinterim order and lastly.

(5) On 2—6—39 when the payment of the principal together with interest in part was paid.

8. The gist of the defence is as fallows:—That the plaintiff was the holder in due course of the Ad-itnerim Order No. 1531 and held it amongst its assets is admitted. As the defendant (District Board) decided to transfer the entire Debenture loan to the Government of Mysore who agreed to take it over under

interest from 30—4—29 to 2—6—39 is not maintainable. There was no wrongful with holding of the amount due to the plaintiff. The cause of action set forth in the plaint (para 16) is not correct. The suit claim is barred by limitation and it is also bad for non-joinder of parties, Government being a necessary party.

9. In reply the plaintiff stated that the Government was not a necessary party as it was not party at any stage of the contract in respect of which the action has been laid. It was submitted thatt the suit was not barred by limitation as the breach of the contrac as per terms of the debenture loan bond took place only on 2—6—39 when the interest due and payable to plaintiff was withheld and loss and injury were occasioned thereby to the plaintiff bank who was not bound to start the action as and when the anticipatory breach was proposed in and by letters (styled notice) dated 1—4—28 and 19—4—29. It was further submitted that the plea of limitation was negatived by the defendant's own averments in para 5 of the written statement which made out that the plaintiff was called upon to comply with several requisitions whereupon only the payment back could be induced and as a result such payment got delayed. Having regard to the wrongful withholding it was submitted that no question of limitation arose until the injury was revealed by the deliberate omission on the part of the defendant to pay the interest contracted for and due and payable on the debenture bond which was in full force or at all events to be deemed so until the actual happening on 2—6—39 (payment).

10. It is common ground that the terms of the original contract between the parties under which the Ad-interim bond No. 1531 (Debenture Loan Bond) was issued were as contained in Exhibit XXVII. It is also common ground that no debenture bond was actually issued in this case and for all practical purposes Exhibit VII has been regarded by both parties as being the bond and subject to the terms referred to in Exhibit XXVII. The plaintiff has gone on drawing the half yearly interest due thereunder up to 31—12—27 and also the half yearly interest due till 30—6—28. In the year 1928 the defendant came to an arrangement with the Government that the latter should take over the work of the costruction of the railway for which the debenture loan was raised by the defendant and in that arrangement while the government agreed to regard

Manager of the family Bank and called [illegible] the Debenture Bond Order 1531 with [illegible] within 7 days of the receipt thereof, and [illegible] amount would be paid to the persons legally [illegible] There was also an intimation therein that [illegible] bond would cease from 30-4-29. Apparently this [illegible] bit B is in response to the communication [illegible] Exhibit XVII dated 9-5-28. To use the plaintiff's [illegible] in para 13 of the plaint "this was in affirmative [illegible] the reply dated 9—5—28 on behalf of the plaintiff Bank."

10. Exhibit B is dated 19—4-29. It [illegible] ('ತೀರ್ಥಹಳ್ಳಿ ಜವಳಿ ಹನುಮಂತರಾವ್ ಅವರಿಂದ') simply and was [illegible] his eldest son J. Raghupathi Rao on 20-4-29. The plaintiff [illegible] is a limited concern under the Companies Act having an office of its own and situated in the Main Street at Thirthahalli, and having a signboard also. It is apparent that this notice was not served to the bank office. It is also clear that by 19-4-24 Javali Hanumantha Rao was dead. The son Javali Hanumantha Rao

who took delivery of Exhibit B says as P.W.2 that it was served on him in his house and that he thought that it referred to the private dealings of his father as he had plenty of private dealings. There is nothing on the face of it to show that it related to any bond concerning the Javali Family Bank. Ordinarily all communications and notices are to be addressed to the registered office of the company (vide Section 72 of the Companies Act.) For a person who wants to rely upon such notices for any purpose of his own neither the address nor the service effected in this case can hardly be said to be either valid or proper so far as a registered company like the plaintiff is concerned. However the matter does not stand here in this case.

11. It has no doubt to be observed that the fact of the death of Javali Hanumantha Rao or the appointment of another Manager was not communicated to the defendant. Javali Raghupathi Rao the eldest son of Javali Hanumantha Rao and the Managing member of the family after his father's death was himself elected Director in the place of his deceased father on 21—1—29 as per Exhibit T6 and he also took part in the proceedings of the Bank on that date as per Exhibit T6(a). By the date of the service of Exhibit B, therefore, (29—4—20) on him he had been appointed Director. He was appointed as one of the joint managing liquidators when it has decided that the Bank should go into liquidation as per Exhibit V(a) on 27—7—20. He admits in his deposition before the Court as P. W.2 that it is after he became the liquidator that he came to know that Exhibit B related to Exhibit VII and that he also placed Exhibit B in the Bank office. He says thus: "It is after I became the liquidator that I came to know that Exhibit B related to Exhibit VII. Hence I made the application to the District Board requiring the money to be paid back as per Exhibit S. This is my 1st application." According to the evidence in the case this Raghupathi Rao was the liquidator who used take a more active and leading part in liquidation proceedings rather than the other joint managing liquidator Ananda Rao. In Exhibit S which was the 1st application to the District Board in the matter of the Debenture Loan Bond No. 1531 after the plaintiff—Bank went into liquidation, an attempt made for the refund of the amount Rs. 15,000 and ಇದರ ಬಾಬ್ತು ಲೆಕ್ಕವಾಗುವ ಬಡ್ಡಿಯನ್ನೂ ಸಹ for the purpose of distribution among the share-holders. The appointment of Raghupathy Rao and Ananda Rao as joint managing liquidators was confirmed by the proceedings

2. As [illegible]

pathi Rao that [illegible]

When he came [illegible]

liquidator of the plaintiff [illegible]

dealings along with the [illegible]

Therefore even if there has been any mistake

address given in Exhibit B (as it may be said that

been in this case) when the communication came to the

ledge of the plaintiff bank through its liquidator

Rao, the communication to the plaintiff bank

be complete (Vide Section 4 of the Contract Act). The

therefore of the validity or manner of service

the plaintiff bank falls to the ground

cumstance. The conduct of the plaintiff (through its

in demanding the entire principal sum and

could not have done under the terms of the

as per Exhibit XXVII (the principal amount

years after the Railway came into being) shows that

have been influenced by a consideration of the

original contract. We have also seen that Rajagopalu Rao

stated that he made his very first application Exhibit S as he

found that Exhibit B related to Exhibit VII. Further more it

may be noticed according to the plaintiff's own allegation in

para 7 that even the bank's auditor stated the

the bond at Rs. 15,562-8-0 on the date of the liquidation, i.e.

in August 1929. Now this amount represents the

Rs. 15,000 plus the interest up to 30-4-29 only less income-

tax (the sum Rs. 562-8-0 is a mistake for Rs. 564-9-7). Instead

of making up the interest due up to either end of June 1929 or the date of liquidation even the auditor stops at the date 30—4—29. Now according to Exhibit 'B it is intimated that interest will not run from 30—4—29. Again a reference is made in Exhibit Y in the plaintiff's petition to second member of council of the figure Rs. 15,562-8-0 definitely and the word 'interest' is added. Exhibit E is an endorsement sent to the plaintiff-bank by the Government wherein reference is made to their application dated 8—9—30 in which they ask for the return of a sum of Rs. 15,562-8-0. Exhibit E is admitted by the plaintiff. To say therefore that Exhibit B was purposeless and that no reliance in fact can be placed thereupon as the plaintiff wants to do now is manifestly not correct.

13. We have therefore to consider the legal effect of the letters which have passed between the parties and acted upon between them, i. e, the letters dated 1—4—28, Exhibit A; 9—5—28, Exhibit XVII; and 19—4—29, Exhibit B, on the rights and liabilities of the parties to this suit. Exhibit XI is a duplicate of Exhibit B. This is the subject matter of the 3rd issue. The plaintiff himself admits in para 8 of the reply statement that under the letters dated 1—4—28 and 19—4—29 anticipatory breach was proposed in respect of the terms of the original contract between the parties under which the Debenture loan bond was issued. Under Section 39 of the contract Act when such a proposal is made by a party to a contract a right is given to the promisee to put an end to the contract unless he signifies by words or conduct his acquiscense in its continuance. The option is entirely ofcourse with the promisee to treat the repudiation of the terms of the original contract on the part of the promissor as an immediate breach putting an end to the contract for the future and giving him a right of action for damages, or treat the notice of such repudiation as a perfect nullity and await the time when the contract has to be executed and hold the other party responsible for all the consequences of non-performance. We have to see here whether and if so how the plaintiff has elected to act after the receipt of the letters Exhibits A and B. He sends a reply Exhibit XVII within the time mentioned in Exhibit A stating that he was not prepared to forego a half share in the profits and that unless 7½ per cent interest was given by the Government half yearly his loan amount might be returned. The proposals made in Exhibit A as submitted by

tions demanding the full amount both from the [illegible] the Government which is gatherable from the several Exhibits that, in the case that he has acquiesced in the continuance of the old contract. It appears to me therefore that the plaintiff cannot at all real upon the terms and conditions of the original contract under which the Ad-interim bond was issued for founding any claim for relief in this suit.

14. In the view just mentioned of the legal effect of the letters dated 1-4-28, 9-5-28 and 19-4-29 the contract under which the Ad-interim bond 1531 was issued must be deemed to have been terminated either on 9-5-28 when the plaintiff sent his letter Exhibit XVII or at any rate when the present liquidator sent his claim for refund as per Exhibit S dated 31-8-29. In fact the plaintiff in para 14 of the plaint appears to have taken up this very stand when he has alleged this notice (referring to Exhibit B)

cannot affect the right already accrued to the plaintiff by virtue of the call made on 9—5—28 on behalf of the plaintiff bank.

15. It is defficult to understand the exact stand taken by the plaintiff in this case for relief claimed by him, i. e. the recovery of accumulated interest between 30—4—29 and 2—6—39 for a period of over 10 years. The exact legal right which enables him to make this claim is omitted to be stated clearly in the verbiage that is indulged in his pleadings. In para 11 of the plaint it is alleged that nothing took place from 9—5—28, the date of demand on behalf of the plaintiff, until 2—6—39 save needless and long and inordinate delays which were are wholly unaccountable and wholly unjustifiable and any way beyond the plaintiff bank and while all that was required by the plaintiff as a holder of an Ad-interim order has been duly and fully carried out the amount was not paid on one ground or another all of which were absolutely untenable, and the defendant had or must be deemed to have had the use and benefit thereof. The important consideration would be when the amount became payable and when the right to demand payment accrued to the plaintiff. If a debtor goes on putting off payment on one ground or another it cannot be said that the condition can justify himself for not taking the necessary legal steps to enforce his right until actual payment is made the debtor will always have the use of the creditor's money with him. This circumstance can hardly be used as justification on the creditor's part. In para 14 it is stated that the defendant's notice dated 19—4—29 cannot enable the latter to withhold payment of interest justly due to his creditor, and at any rate cannot affect the right already accrued to the plaintiff by virtue of the call made on 9—5—28. If the plaintiff relies on the right accrued to him on 9—5—28 he has got to show how that right continues to subsist till 2—12—39 the date of the filing of this suit. It is perhaps for this it is stated further therein that such right has also been recognised at all material periods and also in the indemnity bond and endorsements of discharge on the bond. After 6—5—28 the first endorsement on the bond is Exhibit VII(c) which is dated 15—7—30. The endorsement is one made by the plaintiff. How it serves to help the plaintiff is difficult to understand. Further more a writing made by a party binds him and not the opposite party. The same observations applies to the indemnity bond which is Exhibit IX dated 2—6—32. The next endorsement on the bond is Exhibit VIIc, that is dated 6—4—39.

of interest and not for any compensation for breach of contract,

(2) that the defendant cannot by an act of unilateral valition fix a date beyond which the loan would or should cease to carry interest and at the same time hold on to the outstanding amount indefinitely. This depends upon the correctness of the previous allegation of the plaintiff that the original contract remained in full force,

(3) that in any event the payment back of the lo an should have been simultaneous to withhold interest and that there has been not even at attempt at tender. The same observations made above applies to this also,

(4) having regard to the wrongful with holding no question of limitation arose until injury was revealed by the deliberate omission on the part of the defendant to pay the interest contracted for and due and payable on the debenture bond which was in full force or at all events be deemed to be so until the actual happening on 2—6—39. It is easily seen hat if the plaintiff wants to rely on the original contract he could not have claimed the principal amount at all and cannot claim more than the interest which accrued due for 3 years prior to suit, for under the terms of the original contract the principal amount is payable 30 years later and the interest is specifically made payable once in 6 months (Vide Exhibit XXVII). The suit claim therefore is not consistent with the rights to which the plaintiff is entitled to under the original contract. Secondly if the plaintiff has to depend upon a breach of that contract for basing his claim to relief in this suit, he has got to show that the breach occurred only on 2—6—39 and that he becomes entitled to all the accumulated interest for 10 years by virtue of the breach. As already observed he does not mention a word about such breach in the plaint

in pursuance of Exhibit XVII the defendant offered to refund the amount in respect of the Debenture loan bond held by the plaintiff by his communcation dated 19—4—29 Exhibit B. H. also intimated therein that interest would not run from 30—4—29 In none of the demands, petitions and representations made by the plaintiff exeception is taken to this intimation regarding non-payment of interest subsequent to 30—4—29. The plaintiff no doubt on referring to principal and interest in his demands and representations. It is not of much interest to ascertain for the purposes of this case as to who is responsible for the inordinate delay of the payment of the principal amount between 30—4—29 and 2—6—39 as the amount has been received by the plaintiff. He has also been paid the interest up to 30—4—29. There has been no acknowledgment of liability to pay further interest on the part of the defendant subsequent to their communication dated 19—4—29. It is to be noticed that between 2—9—34 the date of Exhibit XV and 15—11—38 the date of Exhibit VI there was a lul in the correspondence between the parties and no steps at all were taken by the plaintiff in the matter of the recovery of the amount due to him. There has been clearly a gap of more than 4 years between these two periods, The right to enforce any liability for any amount prior breach of contract would clearly get time barred during this interval.

It is quite true as submitted by the plaintiff in para 7 of his reply statement that the defendant in the capacity of a debtor cannot by an act of unilateral volition fix a date beyond which the loan would or should cease to carry interest and at the same time hold on to the outstanding amount and have the use and benefit thereof at pleasure continuously and for indefinite periods. He is also right in the allegation that the payment back of the loan should have been simultaneous with the proposal to withhold interest, in other words by a proper tender. Now according to this very allegation of the plaintiff the tender should have been made on or about 30th of April 1929 in order to entitle the defendant to disclaim liability to pay interest. This implies that the time for performance of the contract had arrived by the date of the offer of performance by tender. How can it be said that there was a breach on 2—6—39? The defendant in this case has admittedly not tendered the amount and as regards the interest he has actually declined to be liable for further interest. If we may use the language of Section 39 of the Contract Act the defendant has in the matter of interest

give a specific consideration t[illegible]
the plaintiff's repeated demands for payment [illegible]
interest). It appears to me, therefore, that the cause of action
stated by the plaintiff is not correctly stated and that his claim
for accumulated interest is barred by limitation in any view of
the case, It also appears to me that Art. 115 of the Limitation
Act is applicable to the facts of this case and that the right
contract between the parties must be deemed to have arisen
on or about 9--5—28 when the plaintiff treated the proposed
anticipatory breach of contract indicated in Exhibit A as an
immediate breach and put an end to the contract by calling upon
the defendant to refund the amount or on 31—8-29 when the
present managing liquidator Raghupathi Rao came to have know-
ledge of the defendant's communication Exhibit B and acted
thereon by demanding under Exhibit S, the entire loan amount
due. In my opinion the plaintiff failed to enforce the right which
vested in him so early as these dates and for whatever reason he
did not do so till the date of filing this suit is not really of much
interest when he has come to Court long after his right became

barred under Secsion 115 of the Limitation Act and even long after it has become barred under Section 106 of the District Board Act. I have accordingly to hold that the suit is barred by limitation.

17. The other exhibits and the oral evidence adduced in this case was mostly directed to show that though the plaintiff was prepared and did all that was necessary to give a valid discharge on the debenture loan bond in question, the defendant was most unreasonably putting forward needless obstactes and actually delayed payment till 2—6—39 and that he was claiming interest even subsequent to 30—4—29, that the defendant at no time denied their liability to pay interest and induced a belief in the plaintiff that he was going to get all the interest on the one hand and on the other side it was sought to be shown by the defendant that the delay was occasioned by the plaintiff himself owing to his inability to give a valid acquittance which was partly due to the mis-understandings which arose between the joint managing liquidators themselves; that at no time the plaintiff specifically stated that he would not be bound by the notice dated 19—4—29 and when definite figures were put forward soon after the notice came to his knowledge he claimed only the interest found due up to 33—4—29, on the other hand. The plaintiff examined one witness and the managing liquidator himself as PW's 1 and 2 while the defendant examined the District Board clerk on his side. The plaintiff has filed 32 Exhibits and the defendant has filed 39 Exhibits. I have already referred above to the main Exhibits. Exhibit XVII is the first demand by the plaintiff dated 9—5—28 for the refund of the entire amount, Exhibit S dated 31—8—29, Exhibit U dated 27—9—29, Exhibit IV dated 16—11—29, Exhibit V dated 16-11-29, Exhibit XXXIII dated 18—11—29, Exhibit VIIb dated 18—11—29 Exhibit III dated 15—7—30, Exhibit XX dated 15—8—30, Exhibit J lawyer's notice dated 4—8—30, Exhibit M dated 6—8—30, the reply thereto, Exhibit H notice to defendant dated 8—3—31, Exhibit P dated 5—5—31, the letter by the defendant to the plaintiff's counsel, Exhibit C dated 2/7—7—31, Exhibit D, dated 14—7—31, Exhibit E dated 17—7—31, Exhibit W dated 18—8—31, Exhibit K dated 24—8—31, Exhibit Y dated 12—12—31, Exhibit F dated 27—1—32, Exhibit G dated 15—3—32, Exhibit G1 of the same date, Exhibit XVI dated 23—8—32, Exhibit XXXV dated 23—8—32, Exhibit XIII dated 10—12—32, Exhibit AA dated 15—1—33, Exhibit XVIc dated 18—1—33, Exhibit XV dated 2 9—34 represent

amount on 2—3 ... book Exhibit Q, Exhibit ... the entry ... accounts regarding plaintiff's bank ... prepared ... dated 12—4—1939, Exhibit R the figures mentioned ... R1 and R2. The bill book shows that the bill ... connection with the bond 1531 for Rs. 23...-...-... by the District Board President. The amount ... included calculation of accounts up to the end of March ... a result of scrutiny by the comptroller who had to ... refund bill and after looking into the concerned ... orders and the previous correspondence as disclosed in Exhibits XXXVII, XXXVIII, XXXIX the interest beyond 30—4—29 was struck off and the bill passed only for Rs. 15,504-9-7. This is seen in Exhibit R. No doubt as per Exhibit R(1) there is a verification to the effect that the interest of Rs. 8... ... bill was due and had not been paid to the holder of ... 1531. This appears in a statement of account as between the District Board President and the Comptroller. This cannot ... means be relied upon as an acknowledgement of liability ... plaintiff or inducing belief in the plaintiff that the entire amount

was going to be paid and further more as there is a gap of more than 4 years between this certificate and the last step taken by the plaintiff for the recovery of his amount this cannot in law be made use of for saving limitation. It is unnecessary to go into a detailed discussion of these Exhibits

18. The defendant has taken an objection to the non-joinder of the Government as a party to the case. The Government has not been a direct party at any stage of the contract between the parties and the defendant's proposal to the plaintiff that the Government might be regarded as liable to his loan was not accepted by the plaintiff as can be seen from Exhibit XVII itself. No doubt the plaintiff has gone on approaching the Governmetn and the comptroller in the matter of settlement of his claims in some what inconsistent manner without strictly realising or striking on to his legal rights. Even under the original contract as evidenced by Exhibit XXVII the Government is at best a guarantor and the plaintiff is not bound to proceed against the guarantor The Governmet accordingly is not a necessary party to the suit.

19. My findings in this case accordingly are:—

Issues 1 & 2:—There has been a breach of the terms Aof the d-interiem bond number 1531 by the defendant and the contract terminated on or about 9—5—28 or 31—8—29.

Issue No. 3:—Vide para 13.

Issue Nos 4 and 5:—The notice dated 28—4—29 was not directed to the proper party but that the plaintiff is estopped from questioning the validity or nature of its service.

Issue No. 6:—The surrender of the Ad-interim bond on 16—11—29 followed by the endorsement thereon as per Exhibit VII(b) 15—7—30 constituted a sufficient acquittance.

Issue No. 7:—The plaintiff is not wholly responsible for the delay in payment of the amount and that he was able to give a valid discharge before 6—4—39.

Dictated to the steno-typist and pronounced in open Court.

Sd. L. Venkataramanayya,
Subordinate Judge.
Shimoga, 23—12—40.

DECREE.

Claim :—Suit is for the recovery from the defendant of Rs. 6,862-2-8 being the balance of inerest from 30—4—29 to 2-6-39 the date of payment of pricipal and interest in part up to 29—4—1929 due on the Ad-interim District Board Railway Debenture Loan No. 1521 held by the plaintiff's bank with costs and C.A.

Suit was filed on 2—12—1939.

This suit coming on for final disposal before L. Venkataramanayya,, Esqr., B. A., B. L., Subordinate Judge, in the presence of Mr S. V. Krishnamoorthy, Vakil and Mr. M. Subba Rao, Advocate, and Mr. S. Ramachandra Rao, Advocate for the plaintiff and of Mr. G. Channappa, Advocate for the defendant After contest it is ordered and decreed that the plaintiff's suit be and his dismissed with costs.

And it is further ordered and decreed that the plaintiff do pay to the defendant the sum of Rs. 324-0-9 being the amount of costs incurred in this suit, as by memorandum annexed with interest there on at 6 per cent per annum from this date unto the date of realization.

Given under my hand and the seal of the Court, this 23rd of December 1940.

SEAL.

Sd. T. Mohammed Mustafa,
Subordinate Judge.

Memorandum of costs incurred in this suit.

	By the plaintiff Rs. a. p.	By the defendant. Rs. a. p.
Court fee on plaint ...	450 0 0	...
„ Power of attorney ...	1 8 0	0 8 0
„ Applications	7 13 0	3 15 0

1. The learned Subordinate erred in finding on the Issue No. 15 that the plaintiff's suit was barred by limitation. The plaintiff's suit was not barred by limitation as the breach of contract took place only on 2—6—1939 when the interest due and payable to plaintiff was withheld and loss injury were occasioned thereby to the plaintiff. Having regard to the wrongful withholding of the amount due on the Ad Interim order even after the endorsement of the discharge was entered thereon by the plaintiff, no question of limitation arose untile the injury was releaved to the plaintiff by the defendant's omission to pay interest due.

2. The learned Sub Judge failed to notice that the plaintiff's reply statement makes it clear that the cause action arose on 2—6—39, the date on which only the principal and a portion of interest was paid the bulk of interest was with held. The Lower Court should have held that in view of the wrongful with holding of plaintiff's moneys, no question of limitation arose untile injury was received by the defendant's omission to pay the interest due on the Bond alone with the principal on 2—6—39.

3. The learned Sub Judge erred in not noticing that the conduct of parties as disclosed in the correspondence regarding the settlement of this plaintiff's claim for amounts due on the Adinterim Order No. 1531, disclosed that the defendant proposed to pay the interest due on the Adinterm order untill the date of discharge and that the breach of contract took place only on 2—6—39.

4. Exhibit Q, Exhibit Q1 the entry therein, the statements of accounts prepared by the defendant regarding the amounts due to the plaintiff from the defendant in regard to the Adinterim Order no 1531 on 12—4—39. Exhibits R, R1, R2, show that even according to the bills prepared by the District Board Office and passed by the President thereof after the necessary verification, the amount due to the plaintiff was Rs. 23062-8-0 and ont merely Rs. 15564—9—7 as was paid later.

5. The lower court erred in not giving proper weight to the entry in R1, which contains a verification to the effect that the inteest of Rs. 8062 claimed in that Bill was still due and had not been paid to the holder of the Ad-Interim Order No. 1531, which indicates that the endorsement of discharge on 6—4—39 "that full payment of principal and interest up to date was received," was entered by the plaintiff on the assurance of

10. The lower Court erred in considering the [illegible] of the correspondence between the plaintiff's bank and the [illegible]

11. The lower Court erred in not allowing interest to the plaintiff as compensation at least on an equitable [illegible]

12. The lower Court failed to notice that the defendant by withholding the amounts and having had the use of the plaintiff's money for such a long time, it was but fair that the defendant should pay damages on the basis of interest at the market rate.

13. The lower Court failed to notice that the nature of the suit was one for compensation for Breach of Contract and that Article 115 of the Limitation Act was the article applicable to the case.

14. The lower Court erred grossly in the appreciation of the evidence on record and the legal effect of documents.

15. The decision of the lower Court is against law, weight of evidence and the probabilities of the case.

The appellant therefore prays that this Honourable Court may be pleased to reverse the judgment and decree of the lower Court and decree the plaintiffs suit with costs throughout.

Value of this appeal for purposes of Court fee Rs. 7,500.

Court fee of Rs. 475 is paid.

Sd. Maloor Subba Rao,
Advocate for appellant.

Bangalore City, 9—6—1941.

P.S.—This appeal is filed on the reopening day after the summer holidays. Last day of limitation was in summer vacation. As the appeal is filed on the re-opening day the appeal is in time.

Sd. Maloor Subba Rao,
Advocate.
9—6—41.

Deposition of Javali Madhava Rao, 1st witness for plaintiff.

Father's name—Rama Rao. Age—52. Caste—Brahmin. Occupation—Land holder. Residence—Tirthahalli.

On solemn affirmation 3—12—40. Javali Hanumantha Rao, father of Javali Raghupathi Rao (plaintiff) was my cousin brother. Our family was engaged in banking business since lagayet. The sharers of our family formed ourselves into a limited company i. e Javali Family Bank Ltd, Tirthahalli, and registered it under the Companie's Regulation. Exhibit T is the proceedings book of the bank. Exhibit T1 refers to the formation of the company and the election of the office bearers. Javali Seenappa was constituted President. He is dead. Javali Hanumantha Rao was constituted the manager. I was constituted the Auditor. Exhibit T1 writing is that of late Advocate Mr. K. Shankaranarayana Udupa. Javali Hanumantha Rao died in the year 1928. Seenappa died in the year 1924. In the death of Seenappa, as per meeting held on 14—6—24 I was elected the President as per Exhibit T2. Hanumantha Rao was continued to be the manager. After the death of Hanumantha Rao there was a meeting convened on 28—11—28

paper. The
meeting as
has attested
Mr. R. Rama
pathi Rao a
during the
Vittaliah were
business be
tion in the
Manjappa ha
Board. Exhib
He subscribed
Exhibit VII
endorsement
had obtained a Succession Certificate in his
Javali Family Bank as per Exhibit X.

Cross-examination :—We were making use of the book Exhibit T always for writing the proceedings. sometimes when the book was not available we used to attach loose sheet of proceedings on to the book. Exhibit S3 is one written on a loose sheet and attached to the book. Javali Hanumantha Rao died in November 1928. The meeting (both condolence and business) took place in December 1928. Raghupathi Rao was appointed director on 20—1—29 as per Exhibit T6. Some of the shares held by his father were also transferred to his name on the same

date. He was not attending the meetings prior to 20—1—29 before he became a member. My attention is drawn to proceedings marked Exhibit T7. I found that on 13—1—29, Raghupathi Rao attended in place of his father (ಹನುಮಂತ ರಾಯರ ಭಾಕಿ). The names of Raghupathi Rao, Vittal Rao are noted among the members present in the meeting as per Exhibit T3. These names are found in a bracket and initialled. These did not attend that meeting. It has been arranged that a meeting should be called 8 days after I took charge for making permanent arrangements. The fact that I took charge of the Bank was intimated to the Registrar of the Joint Stock Companies. I have no dakhala, here. I was the President of the Bank till it went into voluntary liquidation. Javali Madhava Rao, Javali Gopala Rao, Javali Manjunatha Rao, Javali Vamana Rao, and Javali Raghupathi Rao were the Directors of the Bank when it was decided to go into voluntary liquidation. Javali Ananda Rao was not a Director at that time. Bhaskar Rao also was not a Director at that time. Javali Raghupathi Rao was the manager of the family after his father's death. While Hanumantha Rao was alive he was conducting all the affairs and dealings of the Bank. Javali Ananda Rao was the uncle (i.e., Hanumantha Rao's cousin) of Raghupathi Rao, Ananda Rao was a member of the Bank and also a director formerly. Javali Ananda Rao died about a year ago. I am acquainted with his handwriting. Exhibit XVIII is in his handwriting. No, the handwriting is not his but the signature therein is his. The writing " Director of the Javali Family Bank " and the date are in his hand. Exhibit XVIIIa is his signature and designation. After Raghupathi Rao ond Ananda Rao were appointed joint managers for liquidation Ananda Rao began to throw obstacles in the way of smooth conduct of business, and there was disagreement between these two. Ananda Rao put forward Takarar for signing the discharge certificate in favour of the District Board. It was for this reason we authorised Raghupathi Rao to take proceedings to have Ananda Rao removed from joint management in the District Court. Exhibit VIIa is a copy of the resolution. Raghupathi Rao then made an application before the District Court for the purpose. This was in the year 1933. The decision of the District Court was in 1938. As these proceedings were pending the amount could not be drawn, from the District Board.

Re-examination :—The members who were actually present on 17—12—28 at the time of Exhibit T3 have all signed.

per Exhibit T3. Exhibit T6 refers specifically that Madhava Rao should look after the Adalita as manager since then. Madhava Rao was manager till the Bank went into liquidation. Javali Hanumantha Rao was the manager before Madhava Rao ever since the Bank was started till his death. I am the eldest son of Hanumantha Rao. The office of the Bank is situated in Car Street, Tirthahalli. It is a Main Street at Tirthahalli. The office hours were between 11 a. m. and 5 p.m. There is also a Sign Board put up to the premises for the Bank since lagayet. The Bank had a seal also. It was registesed as a limited concern under the Companies Act. Before I was appointed liquidator of the Bank, I had no knowledge of the concern with the affairs of the Bank. Till the death of my father, the Adalita of the family was being looked after by my father. Exhibit A was sent to the Javali Family Bank. Exhibit B was sent to my house. When I received Exhibit B, my father was dead. Madhava Rao was looking after the Adalita of the Bank at the time of receipt of Exhibit B by me. I took it that Exhibit B referred to the private dealings of my father. He had private money dealings. I searched in my house to find out to what it related to and I was unable to find out any bonds referred to therein. There is no reference in Exhibit B that it related to bonds of the Javali Family Bank. It was after I became liquidator, it occured to me that Exhibit B probably related to the bonds of the Javali Family Bank. Exhibit XI corresponds to Exhibit B and Exhibit XIA is the endorsement which is in my handwriting. It was showed to me by the Revenue Inspector. As liquidators, it was our duty to collect all out standings due to the Bank. So we issued the notice Exhibit S to the District Board. We sent a copy of the special resolution also. The resolution copy is Exhibit V a. Exhibit S1 is the reply of the District Board written and sent on to us. Before we received Exhibit S1, we had sent a reminder as per Exhibit V. The remainder was sent on 27--9--29. We have demanded the principal and the interest up to date of payment in both Exhibits S and V. We sent a communication as per Exhibit IV after receiving Exhibit S1 along with the Ad-interim bond Exhibit VII. The Amildar recorded the statements of both and received the bond Exhibit VII. Exhibit V was our statement. Exhibit Va is the copy of the resolution referred to in the statement. Exhibit A conveys to me the impression that the District Board has accepted liability to pay interest. Exhibit XVII is the reply sent by my father as

to me by the District Board President in the same connection Exhibit G1 was the form enclosed by the District Borad with Exhibit G. Exhibit IX was executed by us in the form of Exhibit G1. We swore to its execution before the Amildar on 3—6—32. We sent Exhibit IX along with Exhibit I on 4—6—32. Exhibit Z is the notice received by us calling upon us to furnish two surities. Exhibit XIV is an endorsement received from the Amildar's Office. The bond Exhibit VII had been duly endorsed as per Exhibit VIIa in favour of the Javali Family Bank. Exhibit XIII is a letter written by me to the Amildar of Tirthahalli. Exhibit AA is a notice which I got from the Amildar. We received the principal amount with only a portion of the interest on 2—6—39, i. e. Rs. 15,564-9-7. The bond Exhibit VII remained with the defendant from 15—7—30 on words. The defendant got the singnatures of the Directors by sending the bond to the Amildar and through him on 13—1—33. The defendant took another discharge from me on 6—4—39, as per Exhibit VIIc. By that time Ananda Rao had been removed by the District Court in Mis. No. 85 of 32—33. The Sheristedar of the Taluk Office, Tirthahalli, informed me that I had to make a shara in the terms of Exhibit VIIc. And that he had received instructions from the Comptroller to that effect. So I made that shara. Exhibit XII is a communication to me from the Amildar to appear and give a discharge certificate on 6—4—39. I went to the Taluk Office the same day and executed Exhibit VIIc. I actually received payment of the amount in the Taluk Treasary of Tirthahalli on 2—6—39. Rs. 15,564-9-7 does not represent the full amount due to us from the defendant. The amount claimed by us in the plaint is the interest due for ten years less incometax. I did not receive all the interest as per recital in Exhibit VIIc. I issued a registered notice to defendant as per rules. Exhibit BB is the acknowledgment of the District Board Clerk. Exhibit R is the Government order relating to the resolution of the construction of the Railway line from the District Board. The District Board never declined to pay interest or denied its liability to pay interest to the Javali Family Bank. They were paying interest at 5 percent per annum free of income-tax. The bank had a sum of about Rs. 33,000 in the Government Savings Bank in the name of the manager Javali Hanumantha Rao. After the death of Hanumantha Rao, Madhava Rao was operating upon the accounts After liquidation I was operating on the account as managing liquidator. I received the full amount from the Government

a[illegible] and the [illegible] letter heads as [illegible] manger of the [illegible] My father used [illegible] correspondents to the Bank used to be [illegible] Manager, Javali Family Bank, Tirthahalli. [illegible] claim.

Cross-examination :—The Railway loan [illegible] the District Board in the year 1914. The Government guaranteed the payment of interest on this loan. My father executed no bond in this connection in his personal capacity [illegible] District Board. I do not know if my father [illegible] and correspondence pertaining to the Bank [illegible] myself I used to receive letters and correspondence [illegible] also. I never attended any meeting of the family [illegible] presenting my father after his demise before I was appointed director. I see Exhibit T7a. It is my signature. Tot[illegible] signature. I did not refuse to take Exhibit B. I had been appointed director of the bank by then. It is after I became liquidator that I came to know that Exhibit B related to Exhibit VII. Hence I made the application to the District Board requiring the money to be paid back as per Exhibit S. This is my 1st application [illegible] not sent a copy of the liquidation proceedings prior to the date of Exhibit S. I had not intimated to the District Board about the death of my father prior to date of Exhibit XIa. I did not inform the District Board that the matter referred to in Exhibit XI did

not concern me. I never knew that Exhibit VII was an assessment of the bank before I became liquidator. After I became liquidator I placed Exhibit B in the bank office. I never informed P. W. 1 about this nor did I hand over this to him. I am quite positive.

Stopped here as it is 5 p. m.

R. O. I. and A. C. (witness knows English).

Sd. L. Venkataramanayya,
Subordinate Judge
3—12—40.

4—12—40 :—Witness recalled and duly sworn :—Exhibit A was received during my father's lifetime. It was in reply to this that my father wrote Exhibit XVII. The Government order referred to in Exhibits VII and XVII is Exhibit XIX. It was only along with Exhibit V that Exhibit VII was sent to the defendant and not with Exhibit S. We had not endorsed a certificate of discharge on Exhibit VII then. It was on 15—7—30 that both of us endorsed a discharge certificate and sent Exhibit VII along with Exhibit III. Exhibit XX is a notice from the District Board to me. It is after this that we applied to Government that no succession certificate was necessary. It is on our application that the Government passed orders as per Exhibit C, that no succession certificate was necessary and that directors also should sign the acquittance and the indemnity Bond. Subsequently we sent the indemnity Bond Exhibit IX on 3—6—32. We received a letter from the Comptroller as per Exhibit F. We wrote to the comptroller as per Exhibit VIII. We got the Ad-interim Bond Exhibit VII signed by three directors on 13—1—33. I signed on 1—2—33. One other director has not signed it at all (viz) Javali Ananda Rao. Misunderstandings arose between me and Ananda Rao by about the end of December 1932. He got disgusted with signing the demands and correspondence with the District Board. So he refused to sign. There were no misunderstandings between us in respect of the Bank affairs till then. Ananda Rao wrote to me the letter Exhibit XXI in October 1932. It is not true that Ananda Rao refused to sign the Ad-interim Bond because misunderstandings arose between me and himself in connection with the Adalitha of the affairs of the Bank. I applied to the District Court for removal of Ananda Rao from the Joint Liquidators ship as per Exhibit XXII. Ananda Rao filed objections as per Exhibit XXIII. The District

petitioned to the Government for payment of the Savings Bank account on 8—9—1930 and the Government passed its orders in 6—11—1930 (Exhibit XXVI). We had received Exhibit C. C. on the same connection on 25—9—30. I wrote as per Exhibit V Ic as the District Board President sent instructions through Ihe Amildar to write so. The District Board President was in possesston of the Board at that time. Nos. 120 and 1931, are both to be fouind in Exhibit VII. Ananda Rao is dead. He was living on the date of Exhibit VIIc. He has not signed Exhibit VIIc. The defendant did not insist on the signature of Ananda Rao for Exhibit VIIc. What I ment by Exhibit XV is contained in it. When we produced the Bond Exhibit VII along with Exhibit V we were not asked to make a certificate of discharge on the bond. Exhibit V statement was made both by myself and Ananda Rao. At that time Ananda Rao had no takarar for signing papers connected with the District Board.

With permission. Mr. G. C. (in Cross-examination):—I read Exhibit XXI. The allegations made therein by Ananda Rao are false. There were no misunderstandings till that date. I used to submit accounts to the Registrar of Joint Stock Companies about March and September each year. Ananda Rao refused to sign statement of accounts to be submitted to the Registrar even in 1932. In the year 1932 itself it was I alone who submitted the statement of accounts to the Registrar. The Registrar wrote back to say that the statement of accounts should be signed by both of us. I called upon Ananda Rao to sign the statement. Exhibit XXII is his reply. It is not because that Ananda Rao refused to sign the Ad interim Bond that I was unable to draw the amount from the District Board. I was examined in Mis. No. 85 of 32—33 before the District Court. I have stated therein that I could not draw the amount because Ananda Rao refused to sign. Ananda Rao died about a year ago. I do not know the rate of interest in the Government Savings Bank prevailing now, from the last 2 or 3 years. I was holding besides the District Board debentures, various other State Loan Bonds like 6½th per cent Bonds. I have experience of rates of interest in connection with such Bonds. I do not know that money is paid on Government Bonds only on making an endorsement of discharge.

Re-examination:—The District Board never intimated to me, at any time that they are unable to pay the money on account of misunderstandings between myself and Ananda Rao

In their correspondence. I never intimated to the District Board that there were [illegible] and Ananda Rao except Exhibit [illegible].

[illegible]

Sri. [illegible] Venkatramaniah,

[illegible]-Judge,

4-12-40.

Deposition of G. M. Krishna [illegible] before the Commissioner.

Father's name M. Narasimha Age 48 years. Caste Roman Catholic Occupation Deputy Clerk District Board Shimoga. Residence Shimoga.

Debenture loans obtained by the Public Prosecutor I am the District Board clerk and I deal with Debenture loans which is one of the items of work allotted to me. The Debenture loan [illegible] The prospectus of the loan was issued from the District Board office and the prospectus is published in the Mysore Gazette dated 29-10-1914. Exhibit 27 is the said publication. A proposal was made by the District Board to the Government to take over the debenture loans and proceed with the Railway construction. Exhibit L is the Government order [illegible] in this connection. No. [illegible] were issued to debenture holders from the District Board office as per Exhibit A in this behalf. Exhibit XVII is one reply of one Javali Hanumantha Rao to Exhibit A. Similar replies were received from other debenture holders. The matters aforesaid were discussed at the District Board meeting, no, replies received from debenture holders were not placed before the meeting of the District Board. There upon the Government called for a resolution of the Board. Exhibit 28 is communication from the Government in this behalf. Exhibit 29 is the Gazettee publication of the Board meeting held on 7-2-28 and Exhibit 29a is the resolution of the Board approving the resolution of the Standing Committee held on 21-12-27. Exhibit A was sent to the debenture holders in persuance of this resolution. Exhibit 30 is the Gazettee publication of the proceedings of the Board meeting held on 28-8-27 and Exhibit 30a is the Board resolution in respect of the proceedings in connection

with the Government taking over the debenture loan. The Board passed a resolution in their meeting held on 4th and 5th October 1928 that the refund of the debenture amount may be made in the case of the persons who had applied for the same with in the time limit prescribed in the notice issued in accordance with the resolution of the Board. Exhibit 31 is the draft letter addressed to the Government, forwarding the resolution of the Board meeting with the connected applications. Exhibit XVII was one of the 35 applications sent in this connection. Exhibit 32 is the Government order ordering refund to debenture holders in the cases recommended by the Board. Notices were issued to the applicants to receive their refund amount. Exhihit XI and Exhibit B are similar notices issued to Javali Hanumantha Rao. No communication was received at the office of the Board intimating the death of Javali Hanumantha Rao before the issue of Exhibit XI and Exhibit B. No intimation was received by the Board office that there was any other Manager of the Javali Family Bank Ltd. Exhibit S is the application by the plaintiff for the refund of Debenture loan amount in question and as well as the endorsement of the Board there upon. Exhibit IVa is the memo of the Amildar Tirthahalli forwarding the Adinterim order to the defendant. Exhibit 33 is the memo sent by the Amildar to the defendant. Exhibit XX is the notice issued to the plaintiff from the Amildar Tirthahalli calling upon him to produce a Succession Certificate to claim the refund amount. The Government order was passed as per Exhibit C to the effect that no Succession Certificate was necessary to draw the refund amount. The plaintiff was called upon by the Board to execute an Indemnity Bond as per Exhibit G. A copy of Exhibit G now marked as Exhibit XXXIV was sent to the Amildar. On 4-6-32 as per Exhibit 34a, a communication was received from the Amildar Tirthahalli Taluk that the Indemnity Bond had been separately sent to the District Board office. The Ad-interm Bond along with the connected papers was sent by the Board to the Comptroller with the President's letter No. D 165 of 29—30 dated 18—8—32. Exhibit 35 is the reply received from the Comptroller. A copy of the Comptroller's reply Exhibit XVI was sent to the Amildar and Exhibit 35a copy of it was sent to the plaintiff. Exhibit XVIb is the reply from the Amildar thereto. The Ad-interim Bond as per Exhibit XVIc was sent back to the Amildar to obtain the signature of another Director to the Ad-interim Bond. Exhibit 36 is the letter form the Amildar stating that one of the Directors

Javali Ananda Rao had refused to sign the Ad-interim Bond. Exhibit XVIII was sent along with Exhibit [illegible]. As per Exhibit XVa, a notice was sent to Javali Ananda Rao to sign the discharge certificate in the Ad-interim Bond and a copy of it was sent to the Amildar as per Exhibit XVII. Ex. XVa is the report of the Amildar sent to the District Board. The next petition from the plaintiff is Exhibit VI. There upon the refund Bill Exhibit R was prepared and sent to the Comptroller along with Exhibit VII. I prepared the bill for Rs. 23,12-8-0. Later on I learnt the amount was paid was a miscalculation. The bill was rectified by the Chief Officer and the amount for Rs. 5524-9-7. I have accordingly [illegible] the bill book as per instructions of the Comptroller, the discharge certificate was got signed from the plaintiff as sole managing liquidator.

Question on Exhibit XV written in pencil [illegible] same not [illegible].

Answer: We kept the refund in suspense till the plaintiff produced the certificate from the District Judge's Court.

As per Exhibit VI, Exhibit VI was produced by the plaintiff. Along with Exhibit VI and Exhibit VI a copy of the order in Mis. Case No. 85 of 32–33 of the file of the District Judge, Shimoga was produced. On 4 39 as per Exhibit VIII the plaintiff has signed the discharge certificate as the sole managing Liquidator. The amount was paid there after to the plaintiff.

Read over and admitted to be correct.

Sd. K. Seetharam Shastry,
Commissioner.

Sd. G. M. Narasinha.

5 -12–40.

The witness knows English. It is now 12 noon and the witness feels too week to be examined further. Cross-examination will be taken up at 4 p. m. at the request of the witness. Mr. Malur Subba Rao tenders memo calling upon the defendant to produce the letters written by the Comptroller in connection with the loan and Mr. Chennappa takes notice of the memo.

Sd. K. Seetharam Shastry,
Commissioner.

Cross-examination by Mr. Malur Subba Rao. I was the clerk in the District Board Office from 6–9–23 to 21–10–1930

and again I was transfered to the District Board four years ago In the interval I was working in the Municipal Office Shimoga. Even till 21—10—1930. I was dealing with Debenture loans. Along with other work. For the last four years too I am handling debenture loans along with other miscellaneous work. I have given evidence from the knowledge derived by me from records after I took charge of the work. In 1929 there was a clerk posted as Railway accountant in the District Board Office and I was that clerk. Exhibit 32 does not bear my initials in any place, for having received it in my office. Exhibit 32 is the final Government order received by the Board authorising the Board to refund the amounts to the concerned applicants. Subsequent to Exhibit 32 we have not received any other Government order. Previous to Exhibit 32 there was no other Government order regarding the refusal of the amounts mentioned in Ad-Interim orders of persons who claimed refund, for the reason profits promised in the prospectus was not given to them. At the time of the receipt of Ext. 32 the Deputy Commissioner was the President of the District Board and Mr. C. Subba Rao was the Vice-President. Mr. C. Subba Rao was one of the leading advocates of the place. In the notice Exhibit A, the address Exhibit A(1) is in my hand writing. Exhibit A1 address is copied down from the Ad-Interim order Register. Exhibit VIIa also contains the address. Exhibit VIIa is signed by the then Vice-President C. Subba Rao and is marked as Exhibit VIIb. Exhibit 28 does not bear my initials nor Exhibit 17. The address Exhibit A1 is the address of the holder of the Ad-Interim order No. 1531 kept in the District Board Office. All correspondence relating to ad-interim order No. 1531 would be generally sent to the address as in Exhibit A1, after the endorsement of date 15—5—23 in Exhibit VII. Exhibit DD is the resolution of the standing committee referred to in Exhibit 30A Exhibit 31 is not in my writing nor does it bear my initials. In Exhibit XIA the address mentioned is in my handwriting so also the date and Ed-Interim order number is in my handwriting. Exhibit EE is the resolution of the Board meeting held on 4th and 5th October 1928 referred to in Exhibit 31. Subsequent to Exhibit EE there was no other resolution of the District Board in respect of the refund of the amount of Ad-Interim order holders who applied for the return of the amounts. Exhibit XI was received in the office of the District Board along with other notices with a covering letter. At the time of Exhibit XI I was handling the papers of Railway Ad-Interim orders in the District Board

Office. The endorsements to notices sent similar to Exhibit XI received at the District Board Office were scrutinised both by me and by my Officer. Exhibit S1 is signed by the Personal Assistant to the Deputy Commissioner. Exhibit IV was received at the District Board Office on 22-11-29 and referred to the Railway Accountant on 23-11-29. I am on leave since 5-12-40. I am aware of the notice issued by the plaintiff to the defendant prior to the filing of the suit. Exhibit BB is the receipt I gave to Mr. S. V. Krishnamurthy Rao for receiving a letter. The letter demanding suit claim to which I have given the receipt Exhibit BB, was not placed before the meeting of the District Board and a resolution obtained thereon. There is no resolution of the District Board that the interest on the Ad-Interim order No. 1531 should not be paid to the plaintiff. The recital in Exhibit XI is in Exhibit II that interest on Ad-Interim orders will not be paid after 30—4—1929 is not contained in any District Board resolution. Whether or not interest shall be paid to the plaintiff on ad-interim order No. 1531 after 30-4-1929 was not discussed in any meeting of the District Board. There is no written order from the President District Board subsequent to 30—4-1929 prohibiting payment of interest to the plaintiff. There is no other order apart from Exhibit XI that interest will not be paid to Ad-Interim orders subsequent to 30-4-1929. The original of Exhibit XI is in the District Board Office by referring to Exhibit XI. I cannot say who has signed the original. I cannot definitaly say whether the original of Exhibit XI is available in the office of the District Board. At the time of Exhibit XI, I knew that Javali Hanumantha Rao was the manager of the Javali Family Bank. I do not know if Javali Family Bank was a Joint Stock company. From Exhibit XIa I came to know that Javali Hanumantha Rao was dead. I came to know that Javali Hanumantha Rao who was the manager of the Javali Family Bank was dead. I do not remember if I wrote to the Amildar Tirthahalli to intimate who succeeded to the place of the manager, Javali Family Bank No. 3 there was no necessity. I did not write to the Amildar about it. Exhibit 33 is not in my hand writing but it was sent from our office. The endorsement in Exhibit VIIb corresponds to the mauscript writing in col 5 of Exhibit 33. Exhibit Q2 is Mr. Hallappa's initials and he has put the initials on 12—4—39. Exhibit P2 was in approval of the bill for Rs. 23,062-8-0. Exhibit R is signed by Mr. Halappa on 12—4—39. The revised bill for Rs. 15,564-9-6 is not signed by the President Mr. Hallappa so too Exhibit Q3 the corrected

amount as per Comptroller's modification. Mr. Hallappa President of the District Board recommended for payment of Rs. 8062-8-0 towards interest in respect of Ad-interim Order No. 1531 as per Exhibit R1. In Exhibit R2 I have noted the details as to how the interest amount of Rs. 8062-8-0 was arrived at. As per original prospectus the Debenture loan matures in 1945. The interest warrants on Ad-interim orders were prepared in our office till the date of Exhibit XI. Mr. Halappa was the previous President of the District Board. At the time of filing the suit he was the President. He is now the President of Shimoga Town. Previous to Mr. Halappa Mr. H. Siddiah was the President of the District Board. He is also a resident of Shimoga Town.

Re-examination:—Exhibit XI was isssued as per order of the President of the District Board. The mistake in Exhibit Q and Exhibit R was due to my not knowing that Ad-interim order No. 1531 was included in the 35 applications referred to in Government order and I prepared the bill as in all other cases. The date of receipt maintained in Exhibit 32 is in my hand writing. In papers referred to me I put the date generally but I do not put my initials. The date on which Exhibit XI was received is found on the covering letter. Mr. Chennappa prays for fresh questions to be put to the witness by way of examination-in-chief and Mr. Subba Rao and Mr. S. V. K. object. I permit Mr. Chennappa to put the questions over ruling the objections.

Further-examination-in-chief. Exhibit 37 is a letter received from the Comptroller in connection with the refund bill sent from this office. I replied Exhibit 37. Thereupon the reply is as per Exhibit 38. Exhibit 39 is the reply received from the Comptroller in response to Exhibit 38.

Cross-examination :—Seven applications of holders of Ad-interim orders were recommended to Government for refund of amounts. Application in regard to Ad-interim Order No. 1531 is one of these 7. Sanction for refund was ordered in respect of these 7 applications as per Govt. order Exhibit 32 letter No. 2067 S. L. of 25—3—29 referred to in Exhibit 37 and Exhibit 38 are not available in this file. It is available in other files of the District Board, payment to the holder of Ad-interim Order 1531 was ordered by the Government in the year 1929 as per Exhibit 32. This amount had to be paid by the District Board. This

Mysore, have granted permission to construct a railway line—1 branch from Shimoga to Sagar through Ayanur, Ripponpet-Ananthapur and another branch to Tirthahalli. They have agreed to grant to the extent of 18 lakhs of Rupees provided the District Board contributes 10 Lakhs of Rupees, out of the amount of 28 Lakhs of Rupees, estimated for the purpose.

2. The construction of the line was commenced, but stopped in May 1921, owing to financial difficulties. Towards the amount, of 18 Lakhs and odd, estimated for the line from Shimoga to Ragihosalli, only Rs. 3,71,000 has been received, out of the loan floated for the expenses of the said work through issue of Debenture Bonds by the Shimoga District Board. On being repeatedly brought to the notice of the Government that considerable difficulty is experienced as the said Railway work remains incomplete. The construction of the Railway line, from Shimoga to Ragihosahalli has been ordered and the estimate of Rs. 18 Lakhs and odd have also been sanctioned for the present, subject to the following conditions : —

Conditions laid down by the Government.

The loan raised by the District Board by issue of Debenture Bonds will be treated as that raised by Government Debenture holders, who will not however get a share in profits, according to the notification of November 1914.

2. The Board should pay Railway cess accumulated till now, as well as the cess for the current year. But they will have no rights of ownership over the Railway line.

3. During the time the line is constructed the Railway cess collected every year will be utilised towards interest on the capital advanced by the Government.

4. As the Government have agreed to discharge the loan raised through issue of Debenture Bonds by the Board as also the interest thereon, the Railway cess to be collected for fnrther period of 25 years should be paid to Government.

5. In view of the aforesaid covenant the rate of interest, paid at present to Debenture holders at 5 per cent will not be reduced. It is free from Income-tax.

The above terms were discussed at the District Board meeting on 7—2—1928 and the District Board decided that the

Board have accepted all the conditions laid down by the Government, that this fact may be intimated to Debenture holders and that their opinion may be forwarded to Government for kind perusal. So all Debenture holders should intimate in writing their opinion in the matter, so as to reach this office the District Board President before 10-5-1928. No notice will be taken of the opinions received subsequently.

It is hereby notified that those desirous of knowing more particulars and of perusing through connected papers in respect of Railway line from Shimoga to Arasalu may approach personally to the Shimoga District Board President's Office and obtain necessary information.

Sd. C. Subba Rao,
President,
District Board, Shimoga.

[Printed at Sri Krishna Press, Shimoga.

EXHIBIT A1,

Addressed to——

Mr. Javali Hanumantha Rao,
Manager.
Javali Family Bank Ltd.,
Thirthahalli.

Sd. Clerk,
Office of the President,
District Board, Shimoga.

——

EXHIBIT B.

From

The Office of the President,
District Board,
Shimoga.

Notice.

Javali Hanumantha Rao, resident of Thirthahaili is hereby informed as follows:—

The Government after perusing your application dated 9—5—28 sent in accordance with this Office Notification dated

1—4—1928, have passed Ordsrs No. L 5825—7/LB. 45—27—10 dated 27—2—29 that the amount you had paid towards shares in respect of the Debenture loan issued by District Board, Shimoga; may be returned in accordance with your desire. Within 7 days from the receipt of this notice, you should send to this Office either directly by Registered Post or through the Amildar of your Taluk the Debenture Bond No. 1531 and the connected uncashed interest warrants that are with you.

The interest on the said Debenture Bond will not be paid subsequent to 30—4—29. On receipt of the Bond, arrangements will be made to pay the amount to the person entitled to it, after due enquiry.

Sd. ——

For District Board President,

Shimoga,

Shimoga,

Dated, 19—4—1929.

Endorsement on the Original.

Received a copy after going through the Original.

Javali Hanumantha Rao, referred to, in the Original is dead. So, I, the eldest son of the said deceased Javali Hanumantha Rao, have received the same.

Sd. J. Raghupathi Rao,

29—4—29.

EXHIBIT C.

PROCEEDINGS OF THE GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

Read :—

Petition dated 8th September 1930, from Messrs. Javali Raghupathi Rao and Javali Ananda Rao, joint Managing liquidators of the Javali Family Bank Ltd., Thirthahalli, stating that the Bank has got Rs. 15,562-8-0 at its credit in the Shimoga District Board Railway Debenture Bond and requesting that the amount may be ordered to be paid to them.

2. Correspondence ending with letter No. M. 3C, 2208/30-31, dated 26th May 1931, submitting a report together with the records of the case.

Order No. L. 27-25 L. B. 7—30—19.

Bangalore, dated 2nd/7th June 1931.

The Petitioners state that the amount in regard to the Railway Debenture stands in the name of Javali Hanumantha Rao as the Manager of the Javali Family Bank, that the President of the Shimoga District Board has asked them to produce a Succession Certificate that they may collect the amount and that as the amount forms the assets of the Bank, no Succession Certificate need be produced.

2. The correspondence shows that the debenture is entered in the name of Javali Manjappa, that on his death the bond, in persuance of the Succession Certificate granted by the District Judge, Shimoga in M.S. 2 of 21-22 was transferred to "the Javali Family Bank Ltd., by its Manager Javali Hanumantha Rao." This Manager is now dead and the Bank is under liquidation. The Liquidators duly appointed under law claim the payment of the principal and interest. The Succession Certificate granted in 1922 was explicitly granted to the Javali Family Bank Ltd., and no further succession can take place by the death of the Manager of the Bank and the heirs of Javali Hanumantha Rao can have no right to the amount. In these circumstances, Government consider that the objection raised by the District Board President is not tenable and they direct that the payment of the amount of the principal and the interest due on the bonds be made on the acquittance of all the Directors including the liquidators and also on their executing an indemnity bond to be liable for claims if any, that may be duly established for the amount.

Sd. V. Subrahmanya Sastri.
For General Secretary to Government.

To

The Comptroller to Government through Final Sectt.

The Deputy Commissioner, Shimoga District returning the Succession Certificate and other records.

The President, District Board, Shimoga through the Deputy Commissioner, Shimoga District.

N. Dis. M3 C22208/30—31 with Succession Certificate and other records.

Forwarded with compliments.

Sd/ Not clear,
Deputy Commissioner,
Shimoga District.

Shimoga, dated 8—7—1931.

EXHIBIT D.

Offiice of the President, District Board,
Shimoga District,
Dated, Shimoga, the 19th July 1931.

No. D. 165/29—30.

Encls. 1, S. C. & 1, file.

OFFICIAL MEMORANDUM.

Adverting to Government Order No. L. 27—29/L. B. 7—3—19 dated 2/7th July 1931 directing that the payment of the amount of the principal and the interest due on the Ad-interim order No. 1531 be made on the acquittance of all the directors including the liquidators, and also on their executing an indemnity bond to be liable for claims, if any that may be duly established for the amount, Mr. M. Subba Rao, Advocate on behalf of the liquidators of the Javali Family Bank in liquidation is informed that the directors may be advised to execute the indemnity bond and to pass a discharge certificate on the Ad-interim order which has been sent to the Amildar, Thirthahalli Taluk for the purpose.

Sd. H. Siddaiya,
President, District Board, Shimoga.

To

M. Subba Rao, Esq., B. A., B, L.,
Advocate,
Shimoga.

EXHIBIT E.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat,

No. L. 528/L. B. 7—30—20.

Bangalore,
Dated, 17/21st July 1931.

Payment.

Granted to Messrs Javali Raghupathi Rao and Javali Ananda Rao.

Joint Managing Liquidators of the Javali Family Bank Ltd., Thirthahalli.

With reference to their petition dated the 8th September 1930 praying for the return of the sum of Rs. 15,562-8-0 standing in the name of late Javali Hanumantha Rao as Manager of the Bank in the Shimoga District Board Railway Debenture, the petitioners are informed that orders have been issued directing the payment of the amounts on acquittance to all the Directors, including the liquidators, and also on their executing an Indemnity bond to be liable for claims if any, that may be established for the amount.

By order
Sd. V. Subramanya Sastri,
For General Secretary to Government.

EXHIBIT F.

Office of the Comptroller to the Government of His Highness the Maharaja of Mysore.

No. 2764 S. L.

Bangalore,
dated 27th January 1932.

From

S. Shamanna Esq., B. A.,
Comptroller to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

To

Messrs J. Raghupathi Rao., etc.,
Joint Managing Liquidators,
Javali Family Bank, Ltd.,
(In Liquidation) Tirthahalli.

Dear Sirs,

In continuation of this office letter No. 1886/S. L. dated 14—11—1931, regarding the payment of the amount invested by the Javali Family Bank, Tirthahalli, in the Shimoga District Board Railway Loan, I write to inform you that an indemnity

bond may be got executed by all the Directors including the liquidators in favour of the Dewan of Mysore for twice the value on a stamp paper of Rs. 7-8-0 in value before a Magistrate as a already intimated to the President, District Board, Shimoga in this office letter No. 590/S. L. dated 6—8—1931 and the same sent to this office for taking further action in the matter.

The sureties have been dispensed with in this case as ordered by Government.

Yours faithfully,
Sd. K. Subramanyam,
Assistant Comptrolle

EXHIBIT G.

No. 165—29—30.

Office of the President, District Board
Shimoga, dated 15th March 1932.

Memo.

With reference to Comptroller's letter No. 2764/S. L. dated 27th January 1932 addressed to them calling upon the Directors of the Bank to execute an Indemnity Bond by all the Directors including the liquidators in favour of the Dewan of Mysore for twice the value on a stamp paper of Rs. 7-8-0 in value before a Magistrate Messrs. J. Raghupthi Rao and J. Ananda Rao, joint managing Liquidators Javali Family Bank Ltd., (in liquidation) Tirthahalli are hereby informed that the Indemnity bond therein called for may be executed by the Directors including the liquidators before a Magistrate on a stamp paper of Rs. 7-8-0 in value and send the same to this office at an early date for taking further action.

A copy of the letter under advertance is herein enclosed for ready reference.

Form of Indemnity bond accompanies.

Sd. H. Siddaiya,
President,
District Board,
Shimoga.

EXHIBIT G.

To be executed on a stamp paper of Rs. 7-8-0.

INDEMNITY BOND.

Know all men by these presents, that we the names of both Directors and Liquidators should be entered here the Directors and Liquidators of the Javali Family Bank Ltd., in liquidation are held and firmly bound to the Dewan of Mysore, in the sum of Rupees Thirty thousand two hundred and fifty only to be paid to the said Dewan of Mysore, his certain attorney, successors or assigns, for which payment well and truly to be made. We bind ourselves, our heirs, executors, administrators and representatives jointly and severally and each of us our heirs, executors, administrators and representatives for the time of each of us bind himself, his heirs, executors administrators and representatives severally, firmly by these presents sealed with our respective seals.

Dated this.....day of.....in the year one thousand nine hundred and.....

Whereas the above bounden (here insert the names of the claimants) Directors and liquidators of the Javali Family Bank Ltd., in liquidation claim to be entitled to the several Shimoga District Board Railway Loan Ad-interim-order specified and set fourth in the schedule hereunder written at present standing in the name of Mr. Javali Hanumantha Rao, Manager of the Javali Family Bank Ltd., and have caused it to be represented to the Dewan of Mysore, that they are entitled to the said Ad-interim-Order.

And whereas, the said (here mention the names of the claimants) Directors and Liquidators of the Javali Family Bank Ltd., in liquidation have applied to the Government of Mysore for the said Adinterim order being transferred to their name from that of the said late Mr. Javali Hanumantha Rao., Manager of the Javali Family Bank Ltd., and also for the payment of principal and interest thereon to them and the Government have agreed to so transfer the Ad-interim-order and so make the payment on condition of the said Directors and the liquidators of the Bank entering into and executing such bond, as above written with such condition as here under written.

Now the condition of the above written bond or obligation in such that if the said Mr. Javali Hanumantha Rao,

Manager of the Javali Family Bank Ltd., his heirs, executors, administrators and representatives shall not and will not at any time hereafter sue the Dewan of Mysore, his successors in office or assigns or any officer or servant of the Government for or in respect of the said Ad-interim-order or the renewal, or Sub-division thereof, or for the recovery of the value thereto or any interest therein or of anything done by the Dewan of Mysore, or his agents or servants in relation thereto and shall and will same harmless and keep indemnified the said Dewan of Mysore, his successors in office or assigns or any agents employed by or officer or servant of the Government or District Board against all claims demands or proceedings that may be made or instituted upon or against them or any of them by any person or persons whomsoever in consequence of the Dewan of Mysore transferring the said Ad-interim-order and authorising the payment of principal and interest thereon to the said Liquidators of the Javali Family Bank Ltd., in liquidation then the above written bond shall be void and no effect. Otherwise, the same shall be and remain in full force and virtue.

Schedule.

Shimoga District Board Railway Loan. Ad-interim Order No. 1531 for paid up value of Rs. 15000.

Signed, sealed and delivered by.....

In the presence of :—(witnesses with occupation and address)

" Copy. "

Sd. H. Siddaiya,
President, District Board,
Shimoga.

EXHIBIT H.

To,

The District Board,
Shimoga.

Petition of Javali Raghupathy Rao and Javali Ananda Rao, Managing Liquidators, Javali Family Bank, Thirthahalli.

Dated,
8—3—1931.

Sir,

As stated in our previous [illegible] District Board President, the Joint Stock Company by name. "Thirthahalli Javali Family Bank Ltd." has gone into under voluntary liquidation. Both the petitioners are the joint managing liquidators in connection with the said liquidation. The order of voluntary liquidation was passed in pursuance of the special resolution in the extraordinary general meeting of the Bank held on 27-7-1929 and the said special resolution was sanctioned at the general meeting of the share-holders of the Bank, held on 21-9-29. The fact of Company's liquidation and the appointment of the petitioners as Joint Managing liquidators by the general body have been notified to the Registrar, Joint Stock Companies in Mysore State, under Section 203 (1) of the Mysore Companies Regulations, 1914 and according to rules published also in Mysore Gazette dated 5-9-1922, at page 970 part VI, English edition and at page 212, part VI, Kannada edition. Besides, they have also been, according to rules, published in Vrithantha Patrika, in Mysore State, dated 12-9-29, 19-9-29 and 3-10-29.

Since the time these petitioners were appointed as Joint Managing liquidators by the share holders of the Bank, they have been in charge of the entire movable and immovable properties and money transactions of the Bank, on behalf of the share-holders, according to rules. They have been recovering the debts and securities of the Bank, distributing the amounts so recovered amongst the share holders and obtaining voucher therefor.

Since the time of the voluntary liquidation of the Bank, the petitioners have been filing suits in all the Civil Courts at Shimoga, as representatives of the Bank and recovering the amounts. The petitioners have till now, distributed over Rs. 2,68,835-3-11 among the share-holders of the Bank. The Government have repaid on 31—8—29 as desired by the petitioners the sum of Rs. 31,822-13-9, which was in deposit in Taluk Treasury. Thirthahalli, with interest, relating to Savings Bank Account No. 1044 of the petitioners Bank in Mysore Government Savings Bank.

The Javali Family Bank possess Debenture Bond Ad-interim Order No. 120/1531 of District Board Railway, Shimoga worth Rs. 15562-8-0 The petitioners have been demanding the Board for the last about 1½ years, to pay them the said amount with interest thereon. As there was no response the petitioner's

have issued suitable notice through their counsel and intimated that a suit would be filed. The District Board have obtained the endorsement on both the petitions as "contents received in full" unless the common seal of the Bank affixed by the Amildar, Thirthahalli. But they have not paid the amount till now. No, according to law, no succession certificate etc, required for the petitioners to collect those debts. Special resolution of the extraordinary general meeting of the share-holders of the Bank held in accordance with the Companies Regulation, notice given to Registrar, Joint Stock Companies by the petitioners on behalf of the Bank, Publications in issues of Mysore Gazette and Vrithantha Patrika as aforesaid, and reply received from Registrar, Joint Stock Companies are import in materials support of the claim. After considering the above papers the Government have paid the Savings Bank Deposit in the name of the Bank, to the petitioners. The petitioners and previous directors of the Bank have given the receipt to the District Board, in the same way as they had given to Government. It is regrettable that though the petitioners have made their requests in a proper way in accordance with the rules, the amount lawfully due to them are not paid but frivolous excuses are being pleaded to.

It is for the very purpose of recovering the entire amount due to the Bank and distributing the same among share-holders that the petitioners were appointed. While this being so, there will be room for share-holders to complain that the petitioners have failed in their duty by not recovering large amount due from the District Board. If the present financial condition of Malnad is considered, times seem to have come when the share-holders of the Bank are borrowing at an excessive rate of interest, owing to financial and they are feeling it difficult even to pay Government dues etc. The petitioners have waited as long as they reasonably could do so. They cannot wait any longer. If the petitioners are not paid the entire amount at an early date they will be bound to take steps, for the recovery, through Court of Law Due caution to be given in this respect, according to law, has also been given and the period fixed thereby has also expired. It is requested that arrangement may be made to pay the said amount in full.

Since the District Board is a public body which ought not be saddled with the Court costs, in view of the state of Board finance for the current year.

EXHIBIT J.

IN THE COURT OF THE SUBORDINATE JUDGE AT SHIMOGA.

Original Suit No. 9 of 1939—40.

Plaintiff :—Javali Family Bank.

Vs.

Defendant :—Shimoga District Board.

Shimoga,
4th May of 30.

From,

Malur Sripati Rao, B.A. LL.B.
Advocate.
Shimoga.

To

The President,
Shimoga District Board,
Shimoga.

Sir,

Under instructions from my clients Messrs. Javali Raghupathi Rao and Javali Anandi Rao, Joint Managing Liquidators of the Javali Family Bank Ltd. Thirthahalli (now in Liquidation) I request you to be so good as to arrange for the very early payment of the amounts due under the Shimoga District Board Railway Loan Debenture Ad-Interim Bond No. 1531 in favour of the Javali Family Bank Limited.

2. It seems my clients received your Office Memo No. D 165 of 1929—30 along with the Thrithahalli Taluk Office No. P. R. 21 of 29-30 with enclosures my clients instruct me that they have complied with the terms of the said correspondence and sent to you through the Thirthahalli Taluk Amildar a reply on 15—7—30 to No. 585 of 29—30 with the endorsement on the Bond to the effect "Contents Received in full" with the common seal and signatures of my clients namely the Joint Managing Liquidators of the bank.

3. Thus you will be pleased to see that all the necessary formalities to entitle my clients for payment of the amounts dues under the Bond have been complied with and my clients have been anxiously awaiting payment of the amount due under the Bond.

4. It is more than a year since my clients are appointed a Joint Managing Liquidators of the Bank and even since that

appointment they have been urging for the payment of the amounts due under the said Bond. Please note that my clients feel constrained to institute legal proceedings against the District Board, Shimoga in default of their getting payment of the amounts due under the Bond within a week from this date.

I remain sir,
Yours faithfully,
Sd. M. Subba Rao,
Advocate, Shimoga.
4—8—30.

Ture Copy.

EXHIBIT K.

To
The President,
District Board, Shimoga.

From
J. Raghupathi Rao, J, Ananda Rao,
Joint Managing Liquidators,
Javali Family Bank, Ltd. (in liquidation)
Tirthahalli.

Dear Sir,

We have been served with a notice in the terms of the letter, copy of which is herewith sent, from the office of the Amildar Tirthahalli in his B. No. 105 of 18—8—31 purporting to have been sent in persuance of a letter from your office No. D 165 of 29—30 dated 14—8—31 requiring us to execute an Indemnity Bond on a general stamp paper of Rs. 7-8-0, in favour of the District Board giving an acquittance of all Directors and Liquidators and also two proper sureties to entitle us to draw the amount due under the District Board Ad-Interim Bond No. 1531.

We regret to state that the District Board Office goes a step further than the Government Order No. I 528-LB7/30-20 dated 17/21-7/31 in pursuance of which the payment is to be made in requiring us to give two good sureties.

We request you to peruse the Government Order and instruct the Taluk Office to take the Indemnity Bond only in the terms of the Government Order and revise your instructions that two sureties should be given.

Official Memorandum.

With reference to the Deputy Commissioner's memo No. M3. C. 2208 of 30—31 dated the 1st May 1931 calling for a copy of the Succession Certificate obtained in Mis. Case No. 29 of 1921—22, District Court, Shimoga for disposal of the application made to Government in the matter of the discharge of Shimoga District Board Railway Loan Adinterm Order No. 1531, Mr. M. Subba Rao, Advocate on behalf of the petitioners is requested to kindly send a copy of the certificate referred to above for submission to Government as desired in the General Secretary's letter No. 8653/L.B. 7-30-16 dated the 21st April 1931.

Sd. H. Siddaiya
President,
District Board, Shimoga.

EXHIBIT Q.

O. S. No. 9 of 39-40 on the file of the Sub-Judge, Shimoga produced by the defendant's Bill Book From No. 542 of 29 8 34 to No. 778 of 21 8 39.

No. 737

Thirthahalli Taluk Treasury

Mr. Javali Raghupathi Rao sole managing liquidator, Javali Family Bank Ltd., Thirthahalli (under liquidation) as per orders passed by the District Judge, Shimoga in Mis Case No. 85 of 1932-33 on 5—8—38) (dated 165 of 29-30). ...	A. I. O. 1,531	3,000 0 0	15,000 0 0	Interest for the half year ending 31 12 28 as per Int. Warrant No. 60 dated 30 3 29	375 0 0			
				Interest due from 1 1 1929 to 31 12 38 at 5 per cent (10 years) and also from January February, March 1939 at 5 per cent	7,687 8 0			
					8,062 8 0	23,062 8 0		

See. R. No. 659/18—5—39 for Rs. 15564-0 7 and sent to Taluk for delivery. (Vide dated 165 of 29 3)

The refund bill was modified by the Comptroller vide his letter No. 3068 of S. L. dated 10 5 39 as follows:

(1) Principal	15,000 0 0	
(2) Interest for half year ending 31 12 28	375 0 0	

	(3) Interest from 1—1—29 to 29—4—29 i.e., 3 months and 29 days	—	247 14 7	
Rupees Twenty-three thousand and sixty-two annas eight and pies nil only.	Interest		622 14 7	
Remarks :—A refund warrant for Rs. 23,062-8-0 may kindly be issued.	Less Income-tax at 18 pies in the rupee	—	58 5 0	
N. B.—The bill has been prepared as per instructions issued by the Comptroller in his letter No. 2411 S. L. dated 28—2—39.	Total	—	564 9 7	— —
	Grand Total		15,564 9 7	— —

(Ind.) K. H. H.,
President.
District Board Shimoga.

EXHIBIT S.

To

The District Board President

Shimoga.

Petition of Javali Raghupathi Rao and Javali Ananda Rao, joint mananging liquidators. The Javali Family Bank Ltd. (in liquidation) Thirthahalli is as follows :—

Dated 31—8—29.

We have decided to liquidate the Bank and copy of the special resolution of the proceedings held on 27—7—29 in this respect is herewith enclosed for perusal.

We request you to be kind enough to arrange for payment of the amount of Rs. 15,000. with interest (ಲೆಖ್ಖ ವಾಗುವ ಬಡ್ಡಿ) due to this Bank under No. 1531 of District Board' Railway loan, immediately for distribution among the share holders.

Sd. J. Raghupathi Rao,
„ J. Ananda Rao.
Joint Mananging liquidators.

P. S. we have enclosed herewith for your reference a copy of our specimen signatures.

Intld. J. R. Rao.
„ J. A.

Endorsement.

If the Railway Debenture Bond or Ad-interim order and unpaid interest warrants in the name of the above Bank are sent further steps to be taken will be considered.

(specimen signature slip and the printed proceedings copy are enclosed.)

Exhibit S1 Sd.....
for President,
District Board, Shimoga Dt.
10—10—29.

EXHIBIT T6

Proceedings of the extra-ordinary general meeting of this Bank held under the presidency of Mr. Javali Madhava Rao on Sunday the 20th January 1929.

Present :—

Mr. Javali Madhava Rao president
„ Gopala Rao., member.
„ Mudlagiri Rao „
„ Balakrishna Rao „
„ Bhasker Rao „
„ Ananda Rao „
„ Vamana Rao „
„ Raghupathi Rao „
„ Manjunatha Rao „
„ Vittala Rao „
Javali family Charity fund

Absent :—

Mr. Javali Ramakrishna Rao, minor by guardian mother Javali Rukminiamma.

Read the resolution of the previous meeting and recorded.

1. It was resolved that as Javali Raghupathi Rao, Javali Vittala Rao and Javali Lakshminarayana Rao, minor by guardian Javali Raghupathi Rao are the three legal representatives of the deceased Javali Hanumantha Rao, according to Hindu law the 42 shares standing in the name of the said deceased Javali Hanumantha Rao bearing register Nos. 64—105, shall be transferred to the names of the above 3 persons at 14 shares each under rule 17 of Articles.

2. It was resolved that in the place of Directorship of the deceased Javali Hanumantha Rao, even though 20 shares are not in the name of his son Raghupathi Rao, in accordence with Article 55A of Articles of association, he be appointed as as director in the said place now vacant.

3. It was unanimously resolved that Mr. Javali Madhava Rao, who is at present the President of the Bank and temporarily managing its affairs shall continue to manage this Bank till the end of March next and that he be paid the same Honararium for this work, as the previous manager of the Bank was being paid.

4. It was unanimonsly resolved that the President Mr. Madhava Rao do hereby authorised to prepare accounts of this

on due to this Bank on the District Board Railway Loan No. 1531 may be arranged to be paid to us. We pray for issueing of immediate orders.

Sd. J. Raghupathi Rao

Sd. J. Ananda Rao

Joint managing liquidators.

EXHIBIT W

From

The Office of Amildar,

Thirthahall taluk.

To

Javali Raghupathi Rao and Javali Ananda Rao,

Managing liquidators, Javali Family Bank,

Thirthahalli.

Communication No. M. D. 165/ 29—30, date 14—8—31 has been received from the District Board President, Shimoga requesting to forward an indemnity bond executed by liquidators and directors on a stamp paper of Rs. 7—8—0 with 2 proper sureties, in respect of A. I. 1. No. 1531 in the name of Javali Hanumantha Rao, relating to Shimoga District Board Railway Loan. You are hereby informed that yourself and the directors with two proper sureties should come personally and execute the said indemnity bond, as mentioned above.

Sd.....

Amildar,

Thirthahalli.

Date 18 -8—31

EXHIBIT Y

To

The Seeond Member of Council, Bangalore.

Petitioner :—1. Javali Raghupathi Rao, son of Javali Hanumantha Rao, Sahukar, Thirthahalli

2. Javali Ananda Rao, son of Javali Sripati Rao, Sahukar, Thirthahalli, Joint

Managing Liquidators of the Javali Family Bank, Ltd., Thirthahally (now in Liquidation).

The Petitioners beg to submit as follows:—

I. The petitioners are the Joint Managing Liquidators of the Javali Family Bank, Ltd., Thirthahalli which is in liquidation now. They are the representatives of the Bank at present as the old Directorates is dissolved and has ceased to function for over two years.

II. The petitioners were appointed Joint Managing Liquidators by the share-holders of the Bank as per special resolution of the proceedings of the Extraordinary General Meeting of the shareholders, which took place on 27th July 1929 and the same was confirmed in the Shareholders' General Meeting which took place on 24 8 1929.

III. Since their appointment as Liquidators the Petitioners have filed with the Registrar of Joint Stock Companies in Mysore a notice of their appointment in the prescribed form as required in Section 228 of the Mysore Companies' Regulation. The petitioners have notified their appointment as Joint Managing Liquidators in the Mysore Gazette of 5th September 1929 in the English part VI, page 976, and Kannada part VI page 262. The petitioners have also given due notice of the voluntary winding up proceedings of the Bank and their appointment as Joint Managing Liquidators in the issues of Kannada Mysore Vrittanta Patrika of the 12th September 1929, 19th September 1929 and 3rd October 1929, as required by the Rules in force.

IV. Ever since their appointment as Joint Managing Liquidators the petitioners have been in sole charge of the assets of the Bank and have been collecting the outstandings of the Bank and distributting the assets amongst the shareholders. They have filed a number of suits in the Civil Courts at Shimoga as Joint Liquidators for recovery of sums of money due to the Bank. So far, they have distributed about Rs. 268,835-9-11 amongst the shareholders.

V. The Javali Family Bank has at its credit in the Shimoga District Board Debentures Ad-interim Order No. 1531 Rs. 15,562-8-0 and interest. After a prolonged correspondence for over a period of 3 years the Government was pleased to order on

2nd/7th July 1931, in Order No. L. 27-29/L. B. 7—30—19, that the amounts may be paid to the petitioners on the acquittance of all the Directors including the liquidators and also on their executing an indemnity bond for the sum.

VI. In giving effect to this Government Order No. L. 27-29/L. B. 7M30—19, dated 2nd/7th July 1931 ordering the payment of the principal and interest due on the Shimoga District Board Debenture Ad-interim Order No. 1531 (Rs. 15,562-8-0) and interest up to dale, the Amildar of Thirthahally Taluk has required a security or an indemnity bond from all the liquidators of the Bank and the old Directors, along with two good sureties, as can be seen from the endorsement dated 18—8—31 issued to the petitioners.

VII. In the said endorsement the Amildar refers to a letter of the District Board President D. 165/29-30, dated 14-8-31, requiring the petitioners to execute an indemnity bond on a general stamp paper of the value of Rs. 7-8-0 in favour of the District Board, giving an acquittence of all Directors and liquidators and also two proper sureties to entitle petitioners to draw the amount due under the District Board Ad-interim Bond No. 1531.

VIII. In the Government Order referred to above, the Government has ordered the payment of the amout of the principal and interest due on the bonds on the acquittance of all the Directors including the liquidators and also on their executing an indemnity bond to be liable for claims if any that may be duly established for the amount.

IX. The petitioners and the Directors of the bank are prepared to execute an indemnity bond and give an acquittance over the signatures of all the Directors including the Liquidators and receive payment of the amounts due under the bond. But the District Board President wants two proper sureties also to join in the execution of the Indemnity Bond. On enquiry, the petitioners were told by the District Board President that he has been calling for sureties as per instructions received from the Comptroller.

10. The petitioners beg to submit that the Government order referred to above does not contemplate the furnishing of sureties and the demand of the Comptroller and the District Board President calling for two Sureties is not in accordance with the terms of the Government Order.

11. The said Javali Family Bank had in the Thirthahalli Treasury Savings Bank Account No. 1044 at its credit Rs. 33,000 and odd and the same has been paid merely on the acquittance of all the Directors and the petitioners as per Ft. 4044 dated 6th November 1930 of the Financial Secretary to the Government.

12. The Government will be pleased to see that it is neither fair nor just to call upon the petitioners, the duly appointed Liquinators of the Bank, to furnish two sureties for such a big sum of over Rs. 16,000. In these hard days, an order of this sort would work as a great hardship in as much as it would be well nigh impossible to produce two sureties for such a big sum and receive the payment of the amounts due under the Bonds.

13. The petitioners beg to submit that they have spent over 2 years in this correspondence with the Government and they have not yet been paid the amounts. The petitioners were appointed Liquidators with the special object of collecting the assets of the Bank in order to make the same available for distribution amongst the shareholders. The shareholders of the Bank have been put to untold suffering on account of the acute depression in Malnad and they have been finding fault with the petitioners for the delay in the recovery of these amounts.

14. The petitioners have issued a notice before suit to the Government as long ago as 4th August 1930, and have been ever since waiting for payment of the amounts. The matter has been delayed for 2 long a time and the petitioners and other shareholders have been suffering heavily on this account.

15. The petitioners pray that the Government be pleased to order the immediate payment of the amount due under the Ad-interim Bond No. 1531, taking an acquittance of all the Directors including the liquidators and also on their executing an Indemnity Bond as per Goverenment Order No. L. 27—29,L.B. 7—30—19, dated 2nd/7th July 1931, but without calling upon the petitioners to give 2 sureties for the like sum as is alleged to have been required by the Comptroller.

Sd. J. Raghupathi Rao.
„ J. Ananda Rao,
Joint Managing Liquidators,
Javali Family Bank Ltd.,
(in Liquidation)
Thirthahalli.

Dated 12th Nov. 31,
Bangalore.

Sd. M. Subba Rao,
Advocate.

EXHIBIT AA

From

The Office of the Amildar-Magistrate,
Thirthahalli Taluk.

To

Javali Raghupathi Rao,
Liquidator, Javali Family Bank,
Resident of Thirthahalli.

As the signatures of all Directo ıe discharge certificate of Shimoga District Board Railway loan A.I.O. No. 1531 belonging to Javali Family Bank, you are hereby informed that you should be present with them and get the certificate signed. Further steps regarding the payment of money will be taken afterwards.

Sd.
Amildar,
Thirthahalli.

Dated 5—1—33.

EXHIBIT I.

Memo

Thirthahalli, dated 4th June 32.

2654/1932 Encl. 1

To

The President,
Shimoga District Board,
Shimoga

Javali Family Bank Ltd.,
(in-liquidation)
Thirthahalli.

Dear Sir,

As per your kind No. 165/29—30 dated 15th March 1932 we have herewith enclosed an Indemnity Bond on a Genera stamp paper worth Rs. Seven and annas eight only, duly signed and sealed by the Amildar-Magistrate, complying with all your kind requirements for your kind order and perusal.

I remain,
Dear Sir,
Yours faithfully,
Sd. J. Raghupathi Rao, (Exhibit Ia.)
for Joint Managing Liquidators.
Joint Managing Liquidator of
The Javali Family Bank Ltd.,
(in-liquidation)
Thirthahalli.

Received 17—8—23.

EXHIBIT II

To No. 052 of 1932.

To

The Amildar, Thirthahalli Taluk.

Application of Javali Raghupathi Rao, joint family liquidator, Javali Family Bank Ltd., (in liquidation) Thirthahalli is as follows:—

It was long ago that the Government Ordered that the amount with interest due to our Bank from Shimoga District Board, in respect of the Railway Loan should be paid. The said record has not yet been received here for [illegible]. The said amount to be sent to us so that distribution of the same may be effected among shareholders. So, I request you to get the said record from the District Board immediately and have the amount paid.

Sd. J. Raghupathi Rao
For Joint Managing Liquidators,
The Javali Family Bank Ltd.,
(in-liquidation).

Thirthahalli,
12th May 32.

To 105 of 30-31.

Forwarded to the Office of the District Board President, Shimoga,

From

Amildar, Thirthahalli Taluk.

On receipt of the communication No. D 165 '29-30' 15—8—32) stating to forward the indemnity bond regarding the payment of amount towards A. I. O. No. 1531, relating to Thirthahalli Javali Family Bank and that a form would be sent, Mr. Raghupathi Rao was intimated about this in person. The indemnity bond form has not been received till now. You are requested to send it early. Mr. Raghupathi Rao informs that the form he had, and sent to you for rectification, has also not been received. For want of form, further steps could be taken.

Hence, the form may kindly be sent immediately.

Sd. K. Vedanthaiyengar,
Amildar.
Thirthahalli.

Date, 12—5—32.

EXHIBIT III.

Thirthahalli,
Date, 15—7—30
(In liquidator.)

From,

Javali Family Bank Ltd.,
(In Liquidation.)
Thirthahalli.

To,

Amildar,
Thirthahalli Taluk.

According to your Memo No. P. R. 21/29—20, dated 14—7 30/5 enclosures, I have this day forwarded to you Add-Interim Order Number 1531, District Board Railway Loan bond referred to in the said memo, duly signed by us, dated, and affixed with seal of this Bank. I request you for an endorsement for the receipt of the same and for arranging payment of the principal and interest till date of payment, due on the said bond as early as possible, in accordance with D. No. 165 of 29—30 of the District Board President referred to in the above said memo.

Sd. J. Raghupathy Rao.
„ J. Ananda Rao.

Joint Managing Liquidators of the Javali Family Bank Ltd, (in liquidation).

Thirthahalli.

EXHIBIT IV.

To,

The Amildar,
Thirthahalli Taluk.

Application of Javali Raghupathi Rao and Javali Ananda Rao, Joint Managing liquidators, Javali Family Bank Ltd., in liquidation) Thirthahalli is as follows:—

Dated, 16—11—29.

We petitioned on 31—8—29 and 27—9—29 to the President, District Board, Shimoga, requesting that the amount of Rs. 15,000 and interest thereon, due on District Board Railway loan No. 1531 to this Bank, may be paid for distribution among the

share-holders. Thereupon, Order No. D.165 29 30 was received from the said District Board Office stating that further steps could be taken if the Debenture bond or Ad-Interim order and unpaid interest warrants standing in the name of the Bank are forwarded. Accordingly, we have submitted herewith the Debenture bond No. 1531 for favour of its being sent to the District Board Office and the loan amount with interest causing to be paid to us. It is prayed that an order may be issued for the receipt of the said bond.

Sd. J. Raghupathi Rao,
„ J. Ananda Rao,
Joint-Managing Liquidators.

EXHIBIT IVa.

P. R. 21 of 29-30.

Submitted to the President, District Board, Shimoga for kind orders. The Bond No. 1531 for Rs. 15000 is sent.

Sd. .....
Amildar,
Thirthahalli.
15-11-29.

EXHIBIT V.

Statements of Javali Raghupathi Rao and Javali Ananda Rao, joint managing liquidators of the Javali Family Bank Ltd., (in liquidation).

Thirthahalli.

Javali Hanumantha Rao, the possessee of Shimoga District Railway Debenture Bond No. 1531, was the Manager of the Company " Javali Family Bank Ltd.," He died one year back. The Bank is under liquidation at present. It has been published in the Mysore Gazette and Vrithantha Patrikas that Raghupathi Rao, son of Javali Hanumantha Rao and Javali Ananda Rao, son of Javali Sripathi Rao are the joint managing liquidators of the said Bank. We pray that the amount and interest due on the said bond may be transferred to our names and they be paid to us as early as possible. The said amount is to be distributed amongst all share-holders of the Javali Bank. In support of the claim we

have enclosed herewith a printed true copy of the Bank's resolution.

Sd. J. Raghupathi Rao,
„ J. Ananda Rao.

Before me:—

Sd.....

Amildar,
16—11—29.

EXHIBIT Va.

The Javali Family Bank Ltd.,
(In liquidation) Thirthahalli,
Special resolution.

Proceedings of the extra-ordinary General Meeting of the Bank—

Proceedings of the extra-ordinary General Meeting of the Bank held in the Registered Office building of the Bank under the Presidency of Mr. Javali Madhava Rao, on Saturday the 27th July 1929, in acccordance with the notice dated 29-6—1929.

Present.		Absent.
Mr. Javali Madhava Rao	President.	Mr. Javali Muddlagiri
„ „ Gopala Rao,	Member	Rao, Member,
„ „ Balakrishna Rao	„	„ Javali Rama-
„ „ Bhaskara Rao	„	krishna Rao minor
„ „ Ananda Rao	„	by guardian mother
„ „ Vamana Rao	„	Rukminiamma.
„ „ Raghupathi Rao	„	
„ „ Manjanatha Rao	„	
„ „ Vittala Rao	„	
„ „ Lakshminarayana Rao, Minor guardian Raghupathi Rao President of Javali Family Charity Fund	„	

1. ... ...

2. ... ...

3 a No [illegible] by the Bank [illegible], as there was no deposits except the assets constituted by the share amount share holders have paid higher rate of interest on the loans secured by them whenever they needed than the dividends paid to them on their respective shares. Since some of the share holders are indebted to the Bank and are impleaded in the way of distributing their loans, with ease and since we have come to the conclusion, after mature deliberation that the dissolution of the Bank would be in the interest of share holders, we have unanimously decided to enter into liquidation.

(b) It was unanimously resolved that at the time when the above resolutions are passed information that an another extra ordinary general meeting Mr. R. S. Ramakrishna Iyer Garu the Certified Auditor and approved Income-tax Assistant and Mr. Vasi M. Narasimha Kamath should be invited as panchayatdars for the confirmation of the said resolutions, that subsequent to the said confirmation all transactions, cash, State Loan bonds and District Board Railway bond, which are capable of being divided shall be proportionately shared, that all fund relating to this bank shall be so shared proportionately, that in respect of the money transactions which are incapable of being so divided steps for recover shall be taken by the Joint Managing liquidators to be appointed by the General Body with the majority opinion and advice of the Board of liquidators and the amount so realised be paid proportionately to the share holders within a week and proper receipts obtained therefor, that the said distribution shall be done by liquidators to be appointed within a month when these resolutions passed in this meeting are confirmed in the confirmation meeting and proper receipts obtained thereof and that in case any difficulty is experienced in getting the

amount in the Savings Bank before the above period, the payments should be made proportionately within 3 days from the receipt of the said amount and proper receipts obtained in that behalf.

4. Messrs Javali Gopala Rao, Javali Bhaskara Rao and Javali Ananda Rao, Javali Raghupathi Rao and Javali Manjunatha Rao have been elected unanimously as Directors for the year 1929. It was resolved that the above said elected directors shall be liquidators of the bank from the date of the confirmation meeting and that out of these 5 liquidators Mr. Javali Gopala Rao shall be the President and Javali Raghupathi Rao and Mr. Javali Ananda Rao shall be the Joint Managing liquidators. For carrying on the management of this Bank, the Joint Managing liquidators may spend an amount not exceeding Rs. 20 per month. The two joint managing liquidators shall get a remuneration at 5 per cent on the net amount of the money transactions of the Bank for recovering the amount excluding that distributed amongst the share holders. It was further resolved that the Board of liquidators shall take charge from the President who is at present managing the affairs of the Bank.

5. ....

6. ... ...

7. ... ...

8. ... ... ||

9. ... .

10. It was unanimously resolved that Mr. Javali Madhava Rao who is now managing the bank shall continue as such, that Mr. Javali Manjunatha Rao, shall be the clerk and that they shall continue to get same remuneration as they were getting till now, until the joint managing liquidators to be appointed take charge of the said bank.

11. ... .

12. ... ...

12. It was resolved unanimously that an Extra-ordinary General Meeting shall be held in the Registered Office building of this bank on Saturday the 24th inst at 2 p. m. for the purpose of confirming the above resolutions.

Sd. J. Madhava Rao,
President.

Proceedings of the extra ordinary general meeting of this bank held on Saturday the 24th August 1929 at the bank's Registered Office under the presidency of Mr. Javali Madhava Rae the President.

Present.	Absent.
Messrs Javali Madhava Rao	Mr. Javali Ramkrishna Rao minor by guardian mother Rukmi[illegible]
" Gopala Rao.	
" Balakrishna Rao.	
" Mudlagiri Rao	
" Bhaskara Rao.	
" Ananda Rao.	
" Vamana Rao.	
" Raghupathi Rao	
" Manjunatha Rao.	
" Vittal Rao.	
" Lakshminarayana Rao minor guardian	
" Raghupathi Rao, President Javali Family Charity Fund.	

The resolutions passed at the extraordinary general meeting held on 27-7-1924 were read over unanimously confirmed and recorded.

Sd. J. Madhava Rao
President.

Printed at Ramakrishna Printing Works, Talaghatta.

True Copy.

Sd. J. Raghupathi Rao.
" J. Ananda Rao.
Joint Managing liquidators.

EXHIBIT VI.

IN THE COURT OF THE SUBORDINATE JUDGE, AT SHIMOGA.

Original Suit No. 9 of 39—40.

Plaintiff :- The Javali Family Bank Ltd.

Vs.

Defendant :—The District Board, Shimoga.

Filed by defendant on 21—5—40.

Intld. T. M. M.,
S. J.

Form,

The Office of the Managing Liquidators,
Javali Family Bank Ltd. (in liquidation.)
Tirthahalli.

To

The President,
Shimoga District Board,
Shimoga.

Dear Sir,

In pursnance of my interview with you, regarding the payment of the Shimoga District Board Railway loan Ad-interim order No. 1531, I write this letter to you requesting you to arrange for the very early payment of the amounts due under the Railway loan Ad-interm order No. 1531.

From a perusal of the copies of the correspondence I had with the Govarnment, you will be pleased to see that the matter was about to be closed by payment of the moneys to me and the same was delayed on account of the failure of the joint-managing liquidator Mr. Javali Ananda Rao to sign the vouchers of the discharge certificate. The rest of the formalities are all over and the same would be seen from a perusal of the file. I had on that account, to make an application to the Court of the District Judge, Shimoga Division for removal of Mr. Javali Ananda Rao from the office of the Joint-Managing liquidator and appointment of myself as the sole managing liquidator of the Family Bank in liquidation. I made this application to the District Judge, Shimoga Division in Mis. Case No. 85 of 32—33 and the application was after a protracted trial disposed off in my favour on 5—8—1938. Copy of the order of the District Judge is herewith produced for favour of perusal. This application was made by me and the order obtained thereon at the instance of the General body of shareholders of the Javali Family Bank passed in their resolution of date 30—3—1933. A copy of the said resolution is also herewith produced for favour of your kind perusal.

By reason of the order of the District Judge of date 5—8—1938 herewith produced, I am the sole-liquidatur entitled to carry on the liquidation proceedings. You will thus be pleased to see that payment of the amount due to the Bank to my hands is a valid payment. I am entitled to give you valid discharge

for the said payment. You will be pleased to see that the amount due to the Bank is a very heavy sum, about Rupees 20,000 and the share holders are unwilling to wait any longer for payment of the said amounts. I therefore request you to be so good as to give your immediate attention to this matter and arrange for the very early payment of all the amounts due under Shimoga District Board Railway loan Ad-interim Order No. 1531.

Thanking you in anticipation for your early and favourable compliance.

Yours faithfully,
Illegible,
Illegible,
Illegible.

Seal of
The Javali Family Bank, Ltd.
(in liquidation)
15th Nov. 1933.

Sd. [illegible] Rao,
Managing Liquidator,
Javali Family Bank (in liquidation),
Thirthahalli.

To
[illegible]

EXHIBIT VII

IN THE COURT OF THE SUBORDINATE JUDGE AT SHIMOGA

Original Suit No. 9 of 1939-40.

Plaintiff:—The Javali Family Bank Ltd.

Vs.

Defendant:—The District Board, Shimoga filed by defendant on 21-5-40.

Intld. T. M. M.,
Sub-Judge.

Shimoga District Board Railway Debentures.

Ad interim order for subscribers from whom the full amount of loan has not been received.

(To be exchanged for the debenture bonds on payment of the full amount).

Returned to Mr. C. Subba Rao, Advocate for petitioner).

Sd. H. Subba Rao,
Record-keeper.
7—4-1923.

Discharged

19th May 1939.

Name of Subscriber	No. of Shares	Amount Value	Amouut Received	Date
Javali Manjappa bin Subba Rao Thirthahalli	30	30,000	3,750 0 0 11,250 0 0 15,000 0 0	5-7-15 Thirthahalli Taluk vide C. No.178/8-10-17 verified Rs. Fifteen thousand only.

Refunded in warrant No..659 dated 18—5—39 for Rs. 15,564-9-7.

Inld. Not legible,
Treasury Officer,
23—2—30.

Sd. Not legible.
President of the Shimoga District Board.

Comptroller to the Government of His Highness the Maharaja of Mysore.

Inld. Not legible,
18—5—29.

Transferred to Mr. Javali Hanumantha Rao. Manager of the Javali Family Bank, (Ltd.), Thirthahalli as per succession certificate issued by the District Judge in Mis. Case No. 29 of 1921—22 on his file (vide P. C. 136/4 B. 22—2.3.

Sd. C. Subba Sao.
For President,
District Board.
15—5—23

(Discharged 19th My 1939).

Received the principal and interese due on this Ad interim order :

Sd. J. Raghupathi Rao,
,, J. Ananda Shenoy,
(J. Ananda Rao).
Joint Managing Liquidators. of the
Javali Famity Bank Ltd.)
(in-Liquidatiou),
Tirthahalli.

Interest due for the half-year ending		Rs. a. p.	Date of Payment	Treasury Officer's Initials.
	31st Dec. 1915	73 0 9	17—7—18	
1531/15—6—17	30th June 1916	75 0 0	"	Rupees two hundred and twenty-three and pies nine only. Id. Not legible. 17—7—18
	31st Dec. 1916	75 0 0	"	
		223 0 9		
35/16—12—18	30—6—17 31—12—17	282 2 6	24—1—19	Paid Rupees Two hundred and eighty-two annas two pies six only. Id. Not legible.
4/19—12—19	30—6—18 31—12—18	750 0 0	21—6—20	Rupees Seven hundred and fifty only. Id. Not legible.
54/2—7—20	30—6—19 31—12—19	750 0 0	31—7—20	Rupees Seven hundred and fifty only. Id. Not legible.
61/28—5—21	30—6—20 31—12—20	750 0 0	23—5—23	One thousand and five hundred only. Id. Not legible. 23—5—23.

605/9—8—26	30—6—26	375 0 0	28—9—26	Rupees Three hundred and seventy-five only. Id. Not legible.
896/1—3—27	31—12—26	375 0 0	5—4—27	Rupees Three hundred and seventy-five only. Id. Not legible.
189/15—10—27	30—6—27	375 0 0	12—11—27	I. W. No. 189 dated 15—10—27. Rupees Three hundred and seventy-five only.
593/31—12—27	31—12—27	375 0 0	25—2—28	I. W. No. 593/31—12—27. Id. Not legible.
977/17—8—28	30—6—28	375 0 0	31—10—28	I. W. No. 977/17—8—28. Id. D. R., Sd. Not legible.
No. 66/30—3—29	31—12—28	375 0 0		

Discharged. 19th May 1939.

EXHIBIT VIII.

IN THE COURT OF THE SUBORDINATE JUDGE AT SHIMOGA.

Original Suit No. 9 of 39-40.

Plaintiff:—The Javali Family Bank, Ltd.

Vs.

The District Board, Shimoga.

Filed by the defendant 12-5-40.

Subordinate Judge.

The Comptroller to the Government of Mysore, Bangalore.

Sir,

We, the undersigned beg to submit the following lines for favour of your kind consideration and necessary orders:—

I. The Javali Family Bank, Ltd., in Liquidation, Tirthahally, has at its credit Rs. 16100 and odd in the Shimoga District Board Debentures.

II. The Government has in order No. 27-29 L. B. 7—30—19, dated 2nd/7th July 1931 directed the payment of the principal and interest due on the same to the petitioners who are the Joint Managing Liquidators of the bank, on their getting an acquittance of all the Directors and from the Liquidators and also on their executing an indemnity bond. This, the petitioners are prepared to do, but the Amildar of Tirthahalli wants the petitioners to get two good sureties sign the bond which is not contemplated in the Government order under reference. He says that this is required by the letter of the District Board President, Shimoga in his D. 165 29-30 dated 14-8-31.

III. The petitioners approached the District Board President with the request that they may be permitted to get payment by getting an acquittance and indemnity bond as per terms of the Government order and that he may not insist on their giving two sureties.

IV. The District Board President is pleased to observe that he is calling upon the petitioners to give two sureties under the instructions of the Comptroller to the Government.

The petitioners beg to submit that it is impossible for them to find two sureties for such a heavy sum in these hard times and that therefore, you may be pleased to order payment of the amounts due under the Shimoga District Board Debenture Ad-interim order No. 1531 taking an acquittance from the liquidators and the past Directors and an indemnity bond from the same persons as required in the Government order under reference

We beg to remain

Sir,

Your most obedient servants;

Sd. J. Raghupathi Rao,

„ J. Ananda Shenoy,

Joint Managing Liquidators,

Javali Family Bank, Limited,

Dated 12th November 31, (In Liquidation), Tirthahalli.

Camp Bangalore

EXHIBIT IX.

IN THE COURT OF THE SUBORDINATE JUDGE, AT SHIMOGA.

O. S. No. 9 of 1939—40.

Plaintiff:—The Javali Family Bank, Ltd.

Vs.

Defendant:—The District Board, Shimoga.

Filed by defendant on 21—5—40.

Inld. T. M. M.,

Sub-Judge.

ವೆಂಡರ್ ಪರಾ :—ನಂಬರು 1162. ಜವಳಿ ರಘುಪತಿರಾವ್ and ಜವಳಿ ಆನಂದ ರಾವ್ ಜಾಯಿಂಟ್ ಮ್ಯಾನೇಜಿಂಗ್ ಲಿಕ್ವಿಡೇಟರ್ಸ್ ದಿ ಜವಳಿ ಫ್ಯಾಮಿಲಿ ಬ್ಯಾಂಕ್, ಲಿಮಿಟೆಡ್ ಯಿಸ್ ಲಿಕ್ವಿಡೇಷನ್, ತೀರ್ಥಹಳ್ಳಿ ಏಳೂವರೆ ರೂಪಾಯಿ ಬಾಬ್ತು ತಾ 2 ಜೂನ್ 1932, Sd. P. ಮಹಾಬಲ ಹೆಬ್ಬಾರ್ ವೆಂಡರ್, ತೀರ್ಥಹಳ್ಳಿ ಎಂತಿಫೆ. ಈಬಳಿ ಶಿವಮೊಗ್ಗ ಡಿಸ್ಟ್ರಿಕ್ಟ್ ಟ್ರೆಜರಿ 11—3—32, ತೀರ್ಥಹಳ್ಳಿ ತಾಲ್ಲೂಕ್ ಟ್ರೆಜರಿ 14—5—32 ಶಲುಗಳಿವೆ.

Indemnity Bond.

Know all men by these presents, that we Javali Gopala Rao, Javali Bhaskara Rao, Javali Ananda Rao, Javali Raghupathi Rao and Javali Manjunatha Rao the Directors and Liquidators of the Javali Family Bank., in liquidation are held and firmly bound to the Dewan of Mysore in the sum of Rupees Thirty one thousand two hundred and fifty only to be paid to the said Dewan

of Mysore, his certain short successors or assigns for which payment will and truly to be made. We bind ourselves, our heirs, executors administrators and representatives jointly and every two of us bind ourselves, our hiers, executors administrators and representatives jointly and each of us bind himself, his heirs executors, administrators and representatives severally firmly by these presents sealed with our respective seals. Dated this second day of June one-thousand and nine hundred and thirty-two.

Where as the above named Javali Gopala Rao, Javali Bhaskara Rao, Javali Ananda Rao, Javali Raghupathi Rao and Javali Manjunatha Rao Directors and Liquidators of the Javali Family Bank, Ltd., in liquidation claim to be entitled to the several Shimoga District Board Railway Loan Ad-interim order specified and setforth in the schedule hereunder written at present standing in the name of Mr. Javali Hanumantha Rao, Manager of the Javali Family Bank, Ltd, and have agreed to be represented to the Dewan of Mysore that they are entitled to the said Ad-interim order.

And whereas the said Javali Gopala Rao, Javali Bhaskara Rao, Javali Ananda Rao, Javali Raghupathi Rao and Javali Manjunatha Rao, Directors and Liquidators of the Javali Family Bank, Ltd., in liquidation have applied to the Government of Mysore, for the said Ad-interim order being transferred to their name from that of the said late Mr. Javali Hanumantha Rao, Mamager of the Javali Family Bank, Ltd, and also for the payment of principal and interest thereon to them and the Government have agreed to so transfer the Ad-interim order and to so make the payment on condition of the said Directors and the Liquidators of the Bank entering into and executing such bond as above written with such conditions as hereunder written.

Now the condition of the above written bond or obligation is such that if the said Mr. Javali Hanumantha Rao, Manager of the Javali Family Bank Ltd, his heirs, executors administrators and representatives shall not and will not at any time heareafter, sue the Dewan of Mysore, his successors in office or assings or any officer or servant of the Government for or in respect of the said Ad-interim order or the renewal or sub-division thereof or for the recovery of the value thereto or any interest there in or of anything done by the Dewan of

Mysore or his agents or servants in relation thereto and shall and will save harmless and keep indemnified the said Dewan of Mysore, his successors in office or assigns or any agents employed by or officer or servant of the Government or District Board against all claims demands or procedings that may be made or institated upon or against them or any of them by any person or persons whomsover in consequence of the Dewan of Mysore transfering the said Ad-Interim-order and authorising the payment of principal and interest thereon to the said liquidators of the Javali Family Bank Ltd., in liquidation then the above written bond shall be void and no effect. Othewise, the same shall be and remain infull force and virtue.

Schedule :—Shimoga District Board Railway Loan Ad-Interim Order No. 1531 for paid up value of Rs. 15,000.

Signed, sealed and delivered by ಯಾ ಬಳಿ J. Raghupati Rao; ಎಂತಿದೆ.

Sd. J. Ananda Rao Shery.

„ ಯಾ ಬಳಿ ಜವಳಿ ಭಾಸ್ಕರರಾವ್ ಎಂತಾ ಇದೆ.

„ ಯಾ ಬಳಿ ಜವಳಿ ಗೋಪಾಲರಾಯನ ರುಜು ಎಂತಿದೆ.

„ ಯಾ ಬಳಿ ಜವಳಿ ಮಂಜನಾಥರಾವ್ ರುಜು ಎಂತಾ ಇದೆ.

Directors :—Javali Family Bank Ltd.,
(In Liquidation)
Thirthahalli.

Signed.—J. Raghupathi Rao,
„ J. Ananda Rao Sheny.

Joint Managing liquidators of the Javali Family Bank Ltd., (In Liquidation,) Tirthahalli.

In the presence of Sd. R. Venkatakrishniah,
Retired District Educational Officer,
Tirthahalli.

Sd. Y. Thippa Jois, Merchant, Tirthahalli.

Sworn to and executed before me this 3rd day of June 1932.

Sd. K. Vedantaiyengar,
Amildar Magistrate.
Tirthahalli Taluk.

Tirthahalli,
3—6—32.

ಯಾ ಬಳಿ ತೀರ್ಥಳ್ಳಿ ತಾಲ್ಲೂಕು ಮ್ಯಾಜಿಸ್ಟ್ರೇಟ್ ಆಫೀಸ್ ಶೀಲು ಎಂದಿದೆ.

Debts.

Serial No.	Name of Debtor.	Amount of debt including interest on date of application for certificate.	Description and date of instrument, if any, by which the debt is secured.
1	Shimoga District Board Railway.	Rs. 16,500.	Ad-Interim order No. 1531 as per order of 7—12—32. Sd. N. K. Sreenivasa Rao, District Judge. 7—12—32. Issued to Javali Manjappa Bin Subba Rao, Thirthahalli in respect of payment of Rs. 3750 and Rs. 11250 made on 5—7—15 and 8—10—17 respectively towards the Shimoga District Board Railway Debentures.

(100 ರೂ. ಛಾಪಾ ಕಾಗದ) 3rd sheet. District and Sessions Judge
Securities Seal. Shimoga Division.
3—12—32.

(Seal of Sub Judges Court 22nd May 1940).

Description.

Serial Number.	Distinguishing number or letter of security.	Name title or class of security.	Amount or part value of security.	Market value of security on date of application for certificate.
1	2	3	4	5
		Nil		

This certificate is accordingly granted to you and empowers you to collect those debts and.

1. To receive interest or dividends on
2. To negotiate or transfer.

Report.

Signature and endorsement obtained after service.

Sd. ..

EXHIBIT XIII

Memo.

From

The Javali Family Bank Ltd.

Thirthahalli.

To

The Amildar,

Thirthahalli Taluk,

Thirthahalli

Dear Sir,

The number in the District Board Railway Loan Succession Certificate which had been returned to us for rectification; has been caused to be rectified by the District Judge and the same with the original Ad-interim bond are enclosed herewith. The principal and interest thereon due on this bond are required urgently as great difficulty is felt for distributing them amongst all of our shareholders and much delay has already been caused Hence, as soon as you receive these, please issue an endorsement for the receipt of the same. I pray that the same may be forwarded to the Comptroller for expediting the payment of the said amount and interest without delay.

Sd. J. Raghupathi Rao,
Joint Managing liquidator of
The Javali Family Bank Ltd.
(in liquidation)
Thirthahalli.

EXHIBIT XIV

From

The office of Amildar,

Thirthahalli Taluk.

To

Javali Raghupathi Rao,

Resident of Thirthahalli.

[illegible] District Board Railway [illegible] O. N. 153[illegible] you should be present within 15 days from the service of this notice for the purpose of rectifying the number in the succession certificate and for getting the signatures of all directors in the Indemnity bond, failing which orders will be passed according to rules and please note that your subsequent objections will not be considered.

Sd. [illegible]
[illegible]
[illegible]
2—9—32.

EXHIBIT XIV-a

[illegible] copy of this notice.

Sd. J. Raghupathi Rao,
2—9—32.
Joint managing liquidator of
The Javali Family Bank Ltd.
(In liquidation)
Thirthahalli.

EXHIBIT XV

As Mr. Javali Ananda Rao, one of the Joint Managing liquidators, refused to sign the discharge certificate, a declaratory suit has been filed against him in accordance with the consent of the members of our Javali Family Bank in Mis. 85 of 32-33 on the file of the District Judge, Shimoga. The said case is for evidence on 7—11—34. After it is decided, the said record will facilitate further proceedings.

Sd. J. Raghupathi Rao,
2—9—34.
For Joint Managing liquidator
The Javali Family Bank Ltd.,
(In liquidation)
Thirthahalli.

EXHIBIT XV(c)

B/105/21 of 30—31.

Reply.

Forwarded for your kind notice the above shara made by Managing liquidators, to the effect that Director Ananda

Rao refused to execute the discharge certificate, in accordance with the above memo, that the Bank has filed a declaratory suit against him, that the said case is for hearing on 7—11—34 in the Court of the District Judge, Shimoga and that further steps may be taken after it is decided, etc. succession certificate, indemnity bond, A. I. O. etc. the entire records are enclosed.

Sd. .....
Amildar,
Thirthahalli.
12—9

EXHIBIT XVI.

IN THE COURT OF THE SUBORDINATE JUDGE.
AT SHIMOGA.

Original Suit No. 9 of 39—40.

Plaintiff :—The Javali Family Bank Ltd.,

Vs.

Defendant :—The President, District Board, filed by defendant on 21—5—40.

Id. T. M. M.
S. J.

Letter No. 521 S. L. dated 23rd August 1932, from the Comptroller, to the Government of Mysore, Bangalore, to the President, District Board Shimoga.

I have the honour to return herewith the documents forwarded with your letter No. D. 165 of 29—30 dated 18-8-1932 with the following objections and to state that the same may be retransmitted to this office for further action after getting the objections duly rectified.

The receipt of the enclosures may kindly be acknowledged.

Objections.

1. This discharge certificate on the Ad-interim order has been signed only by the liquidators. This has also to be signed by all the Directors as required in the last para of G. O. No. L. 27—29 L. B. 7—30—19 dated 7—7—1931. This may be got done now.

Memorandum.

From

The Javali Family Bank Ltd.,
Tirthahalli.

To

The Office of the District Board, President,
Shimoga.

Javali Hanumantha Rao, Manager of this Bank and der of Ad-interim order No. 1531 of the said Board Railway tes as follows :—

1. Notification dated 1—4—28 issued by you in respect of the District Board Railway loan, has been, received. On going through the conditions laid down by Government in this behalf even though sufficent time has, not been allowed to intimate our opinion after discussing prose and cons of the above we hereby intimate our opinion as shown below on the subject which was one of the many subjects discussed, within the short time that was available.

2. The Government are fully aware that the loan was subscribed agreeing to receive low rate of interest and to pay Railway cess which is virtually our paying the interest on our amount with the main idea that we would also get a perpetual benefit out of the profits of the Railway as mentioned in No. 306 13 Ry. F. 164—14—15 dated 12—8—1914 of the Government of H. H. The Maharaja of Mysore.

3. But of the terms of the Government, mentioned in the said notification of your office, regarding the loan, are looked into, it is clear that we cannot get any such share in the profits except the interest now being paid and that on the other hand railway cess should be paid permanently. This is positively contrary to our expectation and we are very sorry for the same.

4. We are not prepared to lose the right of our sharing in the profits referred to in the Goverment notification dated 12th August 1914. Neither is there any reson to do so.

5. It is hereby submitted that either the Government may agree to pay at least an interest at the rate of 7½ per cent per annum on our loan amount from the beginning, payable once in

6 months or to return our loan amount to us and that otherwise we are not prepared to lose our right of sharing the profits.

Sd. Javali Hanumantha Rao,
Manager

EXHIBIT XX.

From

The Office of the Amildar,
Thirthahalli Taluk.

To

Javali Raghupathi Rao, and
Ananda Rao,
Residents of Thirthahalli Town.

Dated 15-8-30.

Perused your application dated 16—11—29 to this office praying to transfer the Railway Bond No. 1531 standing in the name of Javali Hanumantha Rao, to your names. In Order No. D. 105 L. B. 129—30 dated 11—8—30 in this matter the President, District Board has stated that the bond in the name of the deceased cannot be transferred to your names and that if you procure a Succession Certificate from a competent Court, it would be so done. It is also stated that if you fail to obtain the said certificate, the bond would be transferred in favour of the legal representatives of the deceased you are hereby informed that you should personally produce at once in this office any Court certificate, you may have, for purposes of transfer.

Sd. .....
Amildar,
Thirthahalli.
15—8—

Read the original and copy taken.

Sd. J. Raghupathi Rao,
19—8—30.
For Joint Managing liquidator.

EXHIBIT XXIV.

IN THE COURT OF THE DISTRICT JUDGE, SHIMOGA DIVISION.

Miscellaneous case No. 85 of 1932—33.

Shimoga, dated the 5th August 1938.

Present :—H. Nanjundiah Esq., B.A., B.L.,
District Judge.

Petitioner :—J. Raghupathi Rao, son of Javali Hanumantha Rao, Joint managing Liquidator, Javali Family Bank in Liquidation, Thrithahally.

Vs.

Opponent:—Javali Ananda Rao, Joint Managing Liquidator of the Javali Family Bank Ltd., (in liquidation) Resident of Thrithahally.

This is an application under Section 210 and 215 of the Mysore Company's Act read with Rule 90 filed by one of two Joint Liquidators of "The Javali Family Bank Ltd., Thrithahalli (in liquidation) praying this court to exercise its discretion and power and determine how the further liquidation proceedings are to be carried on.

ORDER.

1. The application has been filed under the following circumstances. The Javali Family bank which had its office at Thrithahally went into voluntary liquidation as per resolution of the General body passed on 27th July 1929 and confirmed on 24th August 1929. The petitioner and the opponent were appointed Joint liquidators. They carried on the liquidation proceedings till 1932 when misunderstandings appear to have been arisen between them with the result that the discharge of duties was considerably hampered. This was brought to the notice of the General body passed a resolution on 30th March 1933 directing the petitioner to approach this court and get an order from the Court for liquidation proceedings being continued only by the petitioner, so the petitioner filed the present application in this Court.

2. Most of the fact of the case are not denied. The Petitioner has alleged that from the beginning he was actually

carrying on the work of the liquidation and had only a moral support of the opponent who signed the returns and reports of the Company and that the opponent had from about the year 1932 even denied his moral support and refused to co-operate with the petitioner in the liquidation proceedings. The opponent has filed his objections which also show that there were misunderstandings between the petitioner and the opponent and that it is impossible for them to carry on the work of the liquidation jointly. He has alleged certain misconduct on the part of the petitioner and has stated that he and some of the shareholders were not aware of the resolution of the General Body on 30th March 1933 and that the petitioner had [illegible] for the meeting and got the resolution passed.

3. The petitioner has examined himself and the two witnesses. The opponent has not adduced any evidence. The evidence in the case clearly shows that the opponent has not been co-operating with the petitioner in the liquidation proceedings and that the work has been substantially hampered on this account. The petitioner has shown that he is in possession of all the documents and accounts of the Javali Family Bank and is conducting all the litigation of the Bank and that the opponent was not doing any work. He sent the accounts to the Registrar of Joint Stock Companies in 1932 and they were returned for obtaining the signature of the opponent. The opponent was given notice of this fact but refused to come and sign them. His reply is marked Exhibit E. This was brought to the notice of the General Body. This is clear from the other evidence in the case. Exhibit F is the notice calling for the meeting of the General body on 30th March 1933. Exhibit G is the resolution passed by the General body on 30th March 1933. Madhava Rao (Petitioner's witness 2) and Manjanatha Rao (Petitioner's witness 3) are two share-holders of the Bank. Madhava Rao was President of the Bank prior to liquidation. Both the above witnesses have deposed that the opponent did not co-operate with the petitioner in the liquidation proceedings, that a meeting was therefore called and a resolution as per Exhibit G was passed by the General body on 30th March 1933. Their evidence shows that it was only the opponent, his brother and nephew that did not attend that meeting of the share-holders. Exhibit G authorised the Petitioner to approach this court and obtain an order for carrying on the liquidation proceedings single handed.

4. The petitioner has sworn that a decree has been obtained against one Nagarada Mahabala Jois, that the judgment-debtor has deposited Rs. 500 in Court and pleaded that the decree was fully discharged as the opponent had executed an endorsement Exhibit H that the decree would be fully discharged by payment of Rs. 500. This conduct on the part of the opponent is not in the interests of the Bank. The petitioner has also sworn that Rs. 18000 were due from the District Board to the Bank, that notice had been received five years ago, that the amount would be paid, but that they could not draw the amount as the opponent did not come to sign the necessary vouchers.

5. It is therefore clear that the opponent has on account of some misunderstandings with the petitioner been non-coperating with the petitioner in the liquidation proceedings, that this fact was brought to the notice of the general body and that the general body has passed a resolution that the petitioner might alone conduct the liquidation proceedings after obtaining orders of this Court.

6. In these circumstances I order that the resolution of the Genereal Body as per Exhibit G be given effect to and the liquidation proceedings be conducted by the petitioner alone hereafter. He will get his costs from the assets of the Bank. The opponent will bear his own costs.

Dictated to the stenotypist and pronounced in open Court.

Sd. H. Nanjundiah,
District Judge.

5-8-38.

Memo of costs incurred by the parties.

	By Petitioner.	By Opponent.
	Rs. a. p.	Rs. a. p.
Stamp on Mis. application ...	0 12 0	0 0 0
Do Vakalat ...	0 8 0	0 8 0
Do on I. A. Numbers ...	1 8 0	0 0 0
Do on processes ...	2 0 0	2 8 0
Betta to witnesses	36 0 0	0 0 0

„ F—Notice dated 28th March 1933 calling for meeting on 30th March 1933 do

„ G—Resolution passed by the General Body on 30th March '33 do

„ H—A letter dated 13th May 1936 containing endorsement of the opponent dated 30th May 1936 which is filed in Miscellaneous Case No. 228 of 35—36 on the file of the Munsiff of Shimoga... do

Intld. H. N.
District Judge.

EXHIBIT 27.

Dated 29—10—1914.

Mysore Gazette.

P. 881.

Shimoga District Board, Railway. Notification sanctioned by Mysore Government in order No. 3319-22, L. B. 147-14-2 dated 26—10—1914 :—

1. The Government of His Highness The Maharaja of Mysore have granted permission in No. 309—13—R 164—14—15 Dated 12—8—1914 to open a narrow gauge Railway from Shimoga to Sagar through Ayanur Ripponpet Ananthapura and another branch Railway from Ripponpet to Thirthahalli through Hunchadakatte, and have directed the Railway Secretary to prepare a detailed estimate of these lines and submit it for obtaining the sanction of India Government Railway Board.

2. It is estimated that this work would cost 28 lakhs of rupees, out of which 10 lakhs of rupees if secured by the Shimoga District Board, the Government have agreed to grant to the extent of 18 lakhs. For this purpose, the Deputy Commissioner is empowered to issue notifications in the name of the District Board for the purpose of giving necessary publicity and to raise loans from the public in order to make up 10 lakhs of rupees.

Accordingly, and with the sanction and orders of the Government, this notification is issued.

3. The Government have decided that this [illegible] be 2 feet 6 inches in breadth. The District Board [illegible] to pay interest at [illegible] per cent on the loan [illegible] years. For the construction of the work to [illegible] in interest, for distribution of larger [illegible] sinking fund for the purpose of discharging the [illegible] prescribed by Government for the Railways [illegible] No. F 4932–81 G F 103–13 dated 22 [illegible] page 334, part I of the Mysore Gazette [illegible] apply to this also.

4. The Shimoga District Board have [illegible] loan to meet the expenses of [illegible] Bonds. The bonds will be of 4 kinds, Rs. 50, 100, 500, and 1,000. The amount of loan will be returned after the expiry of 30 years from the date of the Railway [illegible] at 4 per cent per annum will be paid from the date [illegible] of the amount into Treasury, once in six months, on the 1st January and July 1st. In the event of realising income [illegible] per cent interest on the capital when the Railway starts [illegible] share of such excess of profits falling to the share of the District Board will be distributed amongst the debenture-holders. The District Board will reserve the other half for the Railway sinking fund. The loan of 10 lakhs through issue Debenture Bond is arranged now to be kept for subscription by public. The form of the application to be filled up by those desirous of becoming debenture holders, is attched herewith. With the application the 1st instalment of the amount not less than 12½ per cent of the loan to be subscribed should be paid into any Government Treasury. The balance should be paid in 2 years by instalments of not more than 12½ per cent to be paid within a period not exceeding 2 months from the date of issuing a notice. A discount at one per cent will be paid for all Debenture Bonds subscribed before 30—11—1914 on all amounts paid on or before the said date in any Treasury in the State.

Sd. K. Mathan,
Deputy Commissioner and
District Board President, Shimoga.

Shimoga,
September 1914.

Application form.

To.

The President.

District Board.

Shimoga.

Through the Treasury Officer

Taluk:

Distric

Sir,

Out of the amount Debenture loan to be raised by Shimoga District Board, on security of the Government for the purpose of carrying on Railway works. I beg to apply for debenture bond of Rs.....subject to the condition laid down in the notification. Towards the shares to be alloted to me, I have sent Rs..... being the 1st instalment. I will be liable to pay the balance within 2 years by instalments not exceeding 12½ per, cent at the time of the same being demanded.

Signature of the applicant.

Station.

Date.

Full name and address of the applicant.

Note : The applicant should fill up this application form, affix his signature and present this with the usual challans (in duplicate) at the Treasury. Out of these one challan will be returned to the applicant, with the acknowledgement of payment of the Treasury Officer.

Certificate of the Treasuray Officer.

I have received from.....Rs. being the 1st instalment towards.....shares of Shimoga District Railway Works.

Treasury Officer,

Taluk, District Treasury.

Station.

Date

True Copy

Sd. .....

Sheristedar.

EXHIBIT XXXII.

Proceedings of the Government of His Highness the Maharaja of Mysore.

Read :-

Government Order No. L. 4763-75 L. B. 101-21-18 dated the 22nd January 1927 directing that the construction of the Shimoga District Board Railway line be resumed up to Ragihosahalli on the following conditions and requesting the President of the District Board of Shimoga to intimate the final acceptance of the following conditions by the District Board,

1. The loan raised by the District Board be considered as that of Government with no claim to debenture holders to any share in the profits of the line.

2. The accumulated railway cess including the current year's collections should be made over by the Board to Government with no claim to any proprietary right in the line.

3. Future annual collections of railway cess will be utilised for meeting the interest charges during the construction stage and the deficit in the Revenue account of the railway line, in such account interest at 5½ per cent on the capital contributed by the Government and at the rate of interest actually paid on the amount of the loan raised by the Board and taken ever by Government.

4. The condition of pleading the proceeds of the annual railway cess at the disposal of Government for meeting deficient in the revenue account will continue for a period of 25 years.

5. Correspondence ending with letter No. C. 380 L. B. 26-27 dated the 18th 21st February 1926 from the President of the District board of Shimoga forwarding a copy of the resolution of the District Board unanimously accepting all the condition imposed in the Government Order of the 22nd January 1927 read above.

6. Letter No. C. 380 L. D. 26-27 dated the 23rd July 1926 from the President of the District Board of Shimoga, stating that the views of the share-holders of the District Board railway loan were called for as to whether they would accept the condition that the loan raised by the District Board will be considered as that of Government with no claim to debenture holders to any shar

in the profits of the line and that out of the 28 applications received till the prescribed date i. e., 10th May 1928, 18 applications signed by 30 persons pray for the refund of their share amount in case they don't get the profits promised in the prospectus.

7. Correspondence ending with letter No. C 380/26-27 dated 14th December 1928 from the same officer submitting a copy of the resolution of the District Board opining that the refund of the debenture amounts may be made in the case of persons who have applied for the same within the time limit prescribed in the notice issued and forwarding also a statement showing in detail the petitions received from the subscribers for the refund of the share amounts aggregating Rs. 32,512-8-0.

Order No. L. 5825-7/L. B! 45-27-20.

Dted, Bangalore, the 28th February 1929.

The resolutions of the board are recorded. Action may be taken in consulation with the Comptroller for the refund of the share amount in the cases recommended by the board.

Sd.! Not clear,
For General Secretary to Government.

To

The President, District Board of Shimoga.
The Comptroller of Mysore Government.
The Secretary to Government for Railways.

EXHIBIT XXXIII.

Office of the President District Board,
Shimoga.

To Dated the 29.
The Amildar,
Tirthahalli Taluk.

Memo.

In forwarding herewith the enclosed file of correspondence ending with is. No. P. R. 21 of 29—30 dated 18—11—29 together with Ad-interim Order No. 1531 and interest warrants and advices, the Amildar is requested to submit the same after duly attending to the following points viz :—

1. The receipts and payments in the enclosed Ad-interim Order may be got duly verified with the Treasury accounts under attestation.

2. The following interest warrants may be produced along with their advices 66 of 30—3—29.

If they are not forthcoming the advices of the same may be submitted duly certified for non-payment.

3. The advice Nos. ..... may be got duly certified for non-payment.

4. A non-payment certificate may be obtained for the missing interest warrant Nos. ..... as their advices are the advice is not forthcoming.

5. A receipt may be obtained on the Ad-interim Order itself from the holder as instructed in this Office No. ..... dated are as follows —

Received the principal and interest due on this Ad-interim Order.

The matter may be treated as this is a case for the final disposal of the Ad-interim Order.

Sd. Not clear
For President,
District Board, Shimoga.

Memo.

Returned to the Amildar after doing the needful.

The advices concerned are not pending in this office enclosures accompanying.

Sd. Not clear.

P. L. No. 21 of 29—30.

Forwarded with compliments to the President District Board Shimoga after doing the needful in this matter. The advices are not pending in this office, the Ad-interim Order No. 1531 and connected records are accompany.

Sd. Not clear.
Amildar,
Thirthahalli Taluk.
17—7—39.

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EXHIBIT XXXV.

Office of the Comptroller to the
Government of His Highness
The Maharaja of Mysore.
Bangalore dated 23rd August 1932.

521/S. L. Encls. Ind.
Bond, A. I. C, etc.
Succession Certificate.

From

M. Venkatesa Iyengar, Esq., B. A.,
Comptroller to the Government of
His Highness the Maharaja of,
Mysore, Bangalore.

The President,
District Board, Shimoga.

Sir,

I have the Honour to return herewith the documents forwarded with your letter No. D. 165 of 29—30 dated 18—8—1932 with the following objections and to take that the same may be retransmitted to this office for further action after getting the objections duly rectified.

The receipt of the enclosures may kindly be acknowledged.

I have the honour to be
Sir,
Yours most obedient servant,
Sd. Not clear.
Assistant Comptroller.

Objections.

1. The discharge certificate on the Ad-interim Order has been segned only by the Liquidators. This has also to be signed by all the Directors as required in the last para of G. O. No. L. 27—29 of L. B. 7—30—139 dated 7—7—1931. This may be got done now.

2. In the schedule of the Court Succession Certificate, the number of A. I. O. is stated as 120 instead of 1531. This may be got corrected under the attestation of the District Judge.

3. The refund bill may be prepared and sent as is done usually in other cases.

Registered Post. Encs. Indn. Bond of I. O. and Suc. Certificate and Int: Warrant.

Copy of the above memo is forwarded with compliments to the Amildr, Tirthahalli Taluk for favour of needful acknowledgment with regard to objection Nos. 1 and 2. The Indemnity Bond Succession Certificate and the A. I. O. with uncashed interest warrant are enclosed herewith for reference and return to this office.

II. Copy of the above is forwarded to Mr. J. Rajapathi Rao Managing Liquidator, Javali Family Bank Ltd., (in Liquidation) Thirthahalli for information. The connected papers have been forwarded to the Amildar, Thirthahalli Taluk.

Initials illegible.
President,
District Board, Shimoga.

EXHIBIT XXXVII

V. R. 2962
No. 2923 S. L. Encl. A.I.O.
Refund Bill, Succession Certificate and Records.

Office of the Comptroller to the Government of His Highness the Maharaja of Mysore.
Bangalore, dated 2nd May, 1939.

From

M. Viraraja Urs, Esq., B.A., B.L.,
Comptroller to the Government of
His Highness the Maharaja of Mysore,
Bangalore.

To

The President,
District Board, Shimoga.

In returning herewith the Shimoga District Board Railway Loan A. I. O. No. 1531 relating to the Javali Family Bank Ltd., Thirthahalli, Retund Bill, Court Suecession certificate and other records sent with your letter No. D. 165/29—30 dated 17—4—39 I have the honour to invite reference to your letter No. C. 380 L. C. 26—27 dated 16—3—1929 forwarding a list of Subscribers to whom a

refund of subscriptions to the extent of Rs. 32,512-8-0 has to be arranged for as per G. O. No. L5825-7/L. B. 45-27-10 dated 28-2-29, and to state that the above A. I. O. 1531 for Rs. 15,000 relating to the Javali Family Bank, Ltd., Tirthahalli has been included by you as one of the cases for which refund has to be made.

I invite kind reference in this connection to para (4) of the preamble of the Government Order referred to above authorising refunds only in cases where applications for refund were made within the time prescribed by you and to request you to kindly intimate whether the present case may be included under the above cases for refund as the application for refund by the holder was made a day later than the time limit prescribed in the Notice issued by you.

I invite further reference to the last para of this office letter No. 2067/S. L. dated 25—3—29 requiring you to issue Notices to the holders concerned regarding refund of the subscriptions to be made, had to enquire whether any such Notice has been issued by you to the Javali Family Bank Ltd., Tirthahally, fixing any time limit within which they could have preferred their claim for refund failing which no interest would be allowed to them together. The receipt of the enclosures may kindly beacknowledged.

I have the honour to be,
Sir,
Yours most obedient servant,
Sd. T. Venkatarangan,
Assistant Comptroller.

EXHIBIT XXXVIII

No. D. 165/29—30
Enc. I.A.I.O., Refund Bill Succession Certificate, Notice etc., Records.

Office of the President District Board and Local Education Authority,
Shimoga District.
Dated the 12th May 1939.

From

K. H. Balappa, B.A.,
President, District Board and
Local Education Authority,
Shimoga.

To

The Comptroller to the Government of Mysore,
Bangalore.

Sir,

With reference to your letter No. 2923 S. L. dated 2—5—1939 returning the records for furnishing some additional information relating to the discharge of amount of Ad interim Order No. 1531 standing in the name of Javali Family Bank Ltd., Thirthahalli (under liquidation) I have the honour to state that all the 35 applications received in this connection in response to this Office Notification dated 1—4—1938 were bearing the dates within the time limit fixed for the same i.e., up to 5—4—1938. Out of them 7 applications, including the one from Sri Javali Hanumantha Rao, Thirthahalli, bearing the date 9—5—1928 were received in this office on 11—5—1928, i.e., a day later than the time limit prescribed in the said notice. All these applications were forwarded to Government along with the Board's resolution.

In case these seven applications cannot be included within the sanction accorded in Government Order No. F. 5 25-7 L. B. 45—27 10 dated 28—2—1929 which amounts to Rs. 24,512-8-0 I am of opinion that they require to be dealt with like other ad interim order holders with the full benefit of interest for the round sums of Rs. 50, Rs. 100 etc., upto the date of discharge. The fact of having taken action for the refund of amount of Rs. 32,512-8-0 which includes the case of Rs. 15,000 of the Javali Family Bank Ltd., Thirthahalli, has already been intimated to you in this office letter No. C 380 of L. B. 2—27 dated 11th and 15th March 1929. Original notice in Kannada dated 19—4—1929 duly endorsed by Mr. Javali Raghupathi Rao, son of Javali Hanumantha Rao which was issued as required in your letter No. 2067/S. L. dated 25th March 1929 fixing the time of 7 days for reference. It is stated therein that interest will not be paid on the Debenture No. 1531 from 30—4—1929.

In such case the present refund Bill requires to be modified by deleting the amount interest now claimed from 30—4—1929.

In view of the above facts necessary instructions may kindly be issued in the matter. All the records received

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat.

Bangalore, dated 30 December 1942.

No. 3892/

FROM

The Secretary to the Government of His Highness the Maharaja of Mysore.
Law Department.

To

The Advocate General, in Mysore,
Bangalore.

Sir,

Subject: Regular appeal No. 141 of 40-41 on the file of the High Court of Mysore, (Javali Family Bank Ltd., Vs. The President, District Board, Shimoga)

I am directed to state that a petition has been presented to Government on behalf of Mr. Javali Ragupathirao by his Advocate Mr. Malur Subba Rao on 2-12-1942 for sympathetic consideration.

The Secretariat collection on the subject have been forwarded to you for reference with this office letter No. P. 2815 dated 21st October 1942, I am to request you to kindly return them to Government as they are required for reference in connection with the above petition.

It is

It is stated that the case stand posted to 4th December 1942 for hearing, I am to request you to be so good as to obtain an adjournment in the case to-morrow.

I have the honour to be,
Sir,
Your most obedient Servant,

Secretary to Government,
Law Department.

LC/c.

No. 434 Rec. 9 Collections

3893 & 942

Office of the Advocate-General
in Mysore,
Bangalore, dated 4th Dec. 1942.

From

The Advocate-General
in Mysore, Bangalore.

To

The Secretary to the Govt. of
H. H. the Maharaja of Mysore,
Law Department, Bangalore.

REV. SECRETARIAT. 5 DEC. 1942 COLLECTION BRANCH.

SECY. LAW DEPT. GOVT OF MYSORE

Sir,

Re: R. A. No. 141 of 1940-41 on the file of the High Court of Mysore, (The Javali Family Bank vs. The President, Dt. Board, Shimoga).

With reference to your letter No. 3892, dated the 3rd December 1942 on the above subject, I have the honor to return herewith, as desired, the marginally noted nine Secretariat Collections relating to the case, received for your reference with your letter No. P.2815/Law. dated 20th21st October 1942.

(1)	L.B.45-27/Sls. 5 to 10.
(2)	Law.92-38/Sls. 1 and 2.
(3)	L. B. 7-30/Sls.3,4,14,15,16, 18, 19 and 20.
(4)	G.F.192/29 - Sls.7.
(5)	Law. 52-39/Sls. 1-3.
(6)	L.B. 7-30/Sls.21 to 23.
(7)	L.B.146-14/Sls.1,2, 7(a) and 8.
(8)	Law. 77-39/Sls.1 to 4.
(9)	Law. 3-41/Sls. 1 and 2.

I have the honor to be,
Sir,
Your most obedient servant,

Advocate-General.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE

General and Revenue Secretariat

Dated, Bangalore, 13 January 1943.

No. P. P 4886/Law.

From

The Chief Secretary to the Government of His Highness the Maharaja of Mysore

Law Department.

To

The President, District Board,

Shimoga.

Subject:- R.A. No. 141 of 40-41 on the file of the High Court of Mysore (Javali family Bank Vs. Government of Mysore).

Sir,

I am directed to invite reference to letter No. 1469/Sl dated 15th January 1940, addressed to you by the Comptroller to the Government of His Highness the Maharaja of Mysore, forwarding for your reference his Office File relating to the above ca and to request that the same may kindly be forwarded to this Office immediately as the same is required for reference in connection with the appeal case now pending in the High Court.

The matter may be treated as urgent.

I have the honor to be,

Sir,

Your most obedient servant,

For Secretary to Government,
Law Department.

khhc)2.

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

No. P 4901

General and Revenue Secretariat,

Dated Bangalore, 15th January 1943.

FROM

The Secretary to the Government of His Highness the Maharaja of Mysore,
Law Department.

To

The President, District Board,
Shimoga.

SIR,

Subject:- R.A. 141/40-41 on the file of the High Court of Mysore (Javali Family Bank Vs. Government of Mysore).

I am directed to invite reference to this Office letter No. P. 4886, dated 13th January 1943, and to request that the records called for may kindly be arranged to be forwarded to this Office so as to reach this place positively on or before the 17th January 1943 as the case is stated to have been finally adjourned to the 19th instant, and no further adjournment will be granted by the Hon'ble Court. Please treat the matter as very urgent.

I have the honor to be,
Sir,
Your most obedient servant,

For Secretary to Government
Law Department.

khhc/2.

SHIMOGA DISTRICT BOARD.

No. D. 165/29-30.
Encl. one file

Office of the President District Board,
SHIMOGA DISTRICT.

Dated, the 17th January, 19 43.

From

L. SIDDAPPA, ESQ., B. A., LL. B.,
President, District Board,
Shimoga.

To

C. Narayanaswami Naidu, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
Law Department, B A N G A L O R E.

Sir,

Subject:- R.A. No. 141 of 40-41 on the file of the High Court of Mysore (Javali Family Bank Vs. Government of Mysore.

With reference to your letter No.P.4886, dated 13-1-1943, and the subsequent reminder thereon re: the forwardal of the papers referred to above, I have the honour to state that the entire file has been sent by Muddam through this Office Clerk H. Seshagiriyachar with instructions to deliver the said papers to your Office to-morrow at 12 noon and request you to kindly acknowledge the receipt of the same. The papers not found in the said file are said to have been filed in the Court. Since a search was being made for the missing papers and a correspondence was being carried on with the Public Prosecutor in the matter they could not be sent earlier.

I have the honour to be,
Sir,
Your most obedient servant,

L. Siddappa

President,
District Board, Shimoga.

P: 4949/Law :

18th January 43

Law Department.

The President, District Board,
Shimoga.

Subject:- R.A. 141/40-41 on the file of the High Court of Mysore (Javali Family Bank Vs. Government of Mysore).

With reference to your letter No. D. 165 of 29-30, dated 17th January 1943, on the above subject, I am directed to acknowledge receipt of the Comptroller's Office file bearing No. 699 sent to this Office by Muddam through your Office clerk Mr. H. Seshagiriachar and to state that the same willbe returned to you when done with.

I have the honor to be,
Sir,
Your most obedient servant

Secretary to Government,
Law Department.

Appendix F. G.—1]

SUBJECT.....

.....

.....

Immediate

Section

File No.

Serial No.

Diary No. of letter replied to.....

No. PS107.

To

General and Revenue Secretariat

( )

the *194* .

The Advocate General in

Mysore, Bangalore.

Date of issue.... 21/1/43

Subject:— R.A. 141/40-41 on the f

Signed by.... Mr. K.P.P.

of the High Court of Mysore.

(Tavaly Family Bauk Ltd Vs Govt of M

Sir,

I am directed to invite

reference to the opinion expressed

your unofficial note no. 44/4

dated 16th December 1942 on the ab

subject, and to request you to

so good as to ascertain and report

List of enclosures.....

Govt if the appellant in the above

the payment of

Copied by.....

is prepared to accept a sum of

Rs 2500/= to him in full settlemen

Examined by.....

No. 564

5709/42

Office of the Advocate-General
in Mysore,
Bangalore, dated 26th Jan. 1943.

From

The Advocate-General
in Mysore, Bangalore.

SECY. LAW DEPT. 27 JAN 1943 MYSORE

REV. SECRETARIAT 27 JAN 1943

To

The Secretary to the Govt. of
H. H. the Maharaja of Mysore,
Law Department, Bangalore.

Sir,

Subject:- R. A. No. 141/40-41 on the file of the High Court of Mysore, (Javali Family Bank, Ltd., vs. The Govt. of Mysore).

...

With reference to correspondence ending with your letter No.P. 5107/Law. dated the 21st January 1943, on the above subject, I have the honor to state that the Appellant's counsel (Mr. Maloor Subba Rao) is agreeable to the terms offered, and to request that early further steps may be taken to effectuate the compromise.

I have the honor to be,
Sir,
Your most obedient servant,

Advocate-General.

Appendix F. G.—1]

SUBJECT.....

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Section

File No.

Serial No.

Diary No. of letter replied to.....

No. PS278

To

General and Revenue Secretariat

( )

the 194 .

The Advocate General in Mysore

Bangalore

Date of issue 27.1.43

Subject:— R.A. no. 111/40-41 on the file of the High Court of Mysore.

Signed by M.K.V. Mr. ~~K.P.P.~~

Sir, with reference to your letter no. 564/dated 26.1.43 on the above subject, I am directed to state that the terms of the compromise may be reported to Court and that you may consent on behalf of the ~~resp~~respondent for a decree being passed for Rs. 2500/- in the case in favour of the appellant in full settlement of all the claims between the parties. This amount will include all costs.

I have etc.

List of enclosures.....

Copied by.....

Examined by.....

27/1 Secretariat Law Dept

WD 04161—GPB—60,000—24-10-41

No. 571

Office of the Advoca
in Mysore,
Bangalore, dated 27th Jan. 1943.

From

for The Advocate-General
in Mysore, Bangalore.

SECY. LAW DEPT. GOVT OF MYSORE

To

The Secretary to the Govt. of
H. H. the Maharaja of Mysore,
Law Department, Bangalore.

Sir,

Subject:- R. A. No. 141/40-41 on the file of the High Court of Mysore, (Javali Family Bank, Ltd., vs. The Govt. of Mysore).

In continuation of this office letter No.564, dated 26/1/1943 on the above subject, I have the honor to state that the case coming on for hearing to-day, the appellant in person and by counsel and myself for respondent, reported the fact of the offer made in your letter No. P. 5107/Law., dated 21/1/1943 and the acceptance by appellant of the offer of Rs.2,500/- made therein in full satisfaction, and as none entertained any doubt as to the Government's fulfilling the offer, the court recorded the representation and dismissed the appeal, directing parties to bear their own costs throughout and ordering refund of half the court-fee to appellant.

I have the honor to be,
Sir,
Your most obedient servant,

Chandrasekhara Iyer

Advocate-General.

SECRETARIAT 28 JAN 1943 LEGISLATION BRANCH

H.

3 copies L 9144/L.B.57-42-2 dt 10-3-43

To

The President, District Board, Shimoga.

Through

The Deputy Commissioner,
Shimoga District.

Sir,

I am directed to state that Regular Appeal No. 141 of 40-41 on the file of the High Court of Mysore (Javali family Bank Ltd., Vs. The President, District Board, Shimoga) in which the appellant sought to recover from the Shimoga District Board Rs. 6862-2-8, being the balance of interest alleged to be due from 30-4-29 to 2-6-39 on the Ad-interm District Board Railway Debenture Bond No. 1531 was compromised The High Ct. directed that, as per the terms of the compromise, the ~~xxxx~~ District Board has to pay to the appellant a sum of Rs. 2500/- in full settlement of the claim of the party and dismissed the appeal, parties to bear their own costs throughout.

I am to request you, therefore, to arrange for the payment of Rs. 2500/- to the Javali Family Bank Ltd., and get a discharge of the obligation in question.

A report of action taken may kindly be sent to Government before the end of March 1943.

I have etc.,

Secy. to Govt.
Law Dept.

Copy to Comptroller.

GOVERNMENT OF HIS HIGHN[illegible]E MAHARAJA OF MYSORE.

General and [illegible]ecretariat.

No. L 9144 LB 5742-2 Dated Bangalore, 10 March 1943.

FROM

The Secretary to the Government of His Highness the Maharaja of Mysore.
Law Department.

To

The President, District Board,
Shimoga.

(THROUGH THE DEPUTY COMMISSIONER, SHIMOGA DISTRICT).

Sir,

I am directed to state that Regular Appeal No. 141 of 40-41 on the file of the High Court of Mysore (Javali Family Bank Ltd., Vs. The President, District Board, Shimoga) in which the appellant sought to recover from the Shimoga District Board a sum of Rs.6,862-2-8, being the balance of interest alleged to be due from 30th April 1939 to 2nd June 1939 on the Ad-interim District Board Railway Debenture Bond No. 1531 was compromised. The High Court directed that, as per the terms of the compromise, the District Board has to pay to the appellant a sum of Rs.2,500 in full settlement of the claim of the party and dismissed the appeal, parties to bear their own costs throughout.

I am to request you, therefore, to arrange for the payment of Rs.2,500 to the Javali Family Bank Ltd., and get a discharge of the obligation in question.

A report of action taken may kindly be sent to Government before the end of March 1943.

I have the honour to be,
Sir,
Your most obedient servant,

for Secretary to Government,
Law Department.

LDB 57—42—6.

No. C 273/work
an ors

Office of the President, District Board,
Shimoga District.
Dated, Shimoga the 12th July 1944.

From

H.S. Rudrappa, Esq., B.Sc., LL.B.,
President, District Board,
SHIMOGA.

To

C. Narayanaswamy Naidu, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
Law Department, BANGALORE.

Through

The Deputy Commissioner,
Shimoga District, Shimoga.

Sir,

I have the honour to state that in O.S.No.9/39-40 on the file of the Sub Judge, Shimoga, relating to the Javali Family Bank, Ltd., a sum of Rs.399-4-0 was spent as expenditure in conducting the case. A sum of Rs.330-12-0 was received as decree amount from the appellant according to the Judgment Order of the Sub Judge, Shimoga, towards the expenses.

On an appeal from the appellant to the High Court, the case was compromised and the High Court directed that as per terms of the compromise, the District Board has to pay to the appellant a sum of Rs.2,500/- in full settlement of the claim of the party and dismissed the appeal, parties to bear their own costs throughout.

Accordingly, a sum of Rs.2,500/- has been paid towards interest to the Javali Family Bank, Ltd. Now the appellant has claimed back the expenses of Rs.330-12-0 paid by them in the Sub-Judge's Court towards the costs of the expenses incurred in the case by the District Board. This was in accordance with the Judgment-Order of the Sub Judge, Shimoga.

In view of the decision arrived at by the High Court to meet the expenses throughout by the parties themselves, the expenses of Rs.330-12-0 received in the lower Court has to be refunded to the appellant.

The Sub Judge, Shimoga, has issued a summon in Ex: No.763/ C-41 dated 6-7-44 to the President, District Board, Shimoga, asking to deposit the amount on 13-7-44 i.e., Rs.330-12-0 paid in the original case by the appellant in lower court since the case is posted on that day, as per decision of the High Court.

In this connection, I further write to state that the entire expenditure was met out of the Railway Cess realisations and the amount of Rs.330-12-0 has also been brought to account under Railway Cess Accounts.

In the circumstances, I request you to kindly address the Comptroller to place the decree amount of Rs.330-12-0 at the disposal of the Sub Judge, Shimoga, for being deposited in the Court as per Summons issued in this behalf.

A copy of letter No.L.9144/L.B. 57-42-2, dated 10-3-43 directing to get a discharge of the obligation in question after payment as per decision of the High Court is herein enclosed for favour of information.

I have the honour to be,
Sir,
Your most obedient servant,

President,
District Board, Shimoga.

Letter No.L.9144/L.B. 57-42-2, dated 10th March 1943, from the Secretary to the Government of His Highness the Maharaja of Mysore, Law Department, Bangalore, to the President, District Board, Shimoga, through the Deputy Commissioner, Shimoga District.

I am directed to state that Regular Appeal No.141 of 40-41 on the file of the High Court of Mysore (Javali Family Bank Ltd., Vs. The President, District Board, Shimoga) in which the appellant sought to recover from the Shimoga District Board a sum of Rs.6,862-2-8, being the balance of interest alleged to be due from 30th April 1929 to 2nd June 1939 on the Ad-interim District Board Railway Debenture Bond No.1531 was compromised. The High Court directed that, as per the terms of the compromise, the District Board has to pay to the appellant a sum of Rs.2,500/- in full settlement of the claim of the party and dismissed the appeal, parties to bear their own costs throughout.

I am to request you, therefore, to arrange for the payment of Rs.2,500/- to the Javali Family Bank Ltd., and get a discharge of the obligation in question.

A report of action taken may kindly be sent to Government before the end of March 1943.

"Copy"

H.R. Muddappa

President,
District Board, Shimoga.

No.C.273/40-41.

Office of the President, District Board,
Shimoga District.
Dated, Shimoga the 20th October 1944.

3059/III
9

From

H.S. Rudrappa, Esq., B.Sc.,LL.B.,
President, District Board,
S H I M O G A.

To

C. Narayanaswamy Naidu, Esq., B.A.,B.L.,
Secretary to the Government of Mysore,
Law Department, B A N G A L O R E.

Sir,

Subject:- Rs.330-12-0 due to Javali Family Bank Ltd., in O.S.9/39-40 on the file of the Sub Judge, Shimoga,-at the disposal of the Court - depositing of -

---

I have the honour to invite your kind reference to this office letter of even No. dated 12-7-1944 requesting to address the Comptroller to place a sum of Rs.330-12-0 at the disposal of the Sub Judge, Shimoga, in O.S.9/39-40 for being refunded to the Judgment debtor and to request that the Comptroller may kindly be addressed early to deposit the amount as the Sub Judge has intimated that the case stands adjourned to 9-11-1944 for payment of the sum to the party.

I have the honour to be,
Sir,
Your most obedient servant,

H.S. Rudrappa

President,
District Board, Shimoga.

A 353/1945

A.S. Law 1/2

Office of the President, District Board,
Shimoga District.

No. C 278/40-41 Dated, Shimoga the 12th December 1944.

-50,000—29-7-44
d.]

GEN. & REV. SECRE
16 DEC. 1944
L. S. G. BRANCH

From

H.S. Rudrappa, Esq., B.Sc., LL.B.,
President, District Board,
SHIMOGA.

GEOY. LAW DEPT.
16 DEC. 1944
GOVT OF MYSORE

To C. Narayanaswamy Naidu, Esq., B.A., B.L.,
Secretary to the Government of Mysore,
Law Department, BANGALORE.

Subject:- Rs. 330-12-0 due to Javali Family Bank, Ltd., in O.S. No. 9/39-40 on the file of the Sub Judge's Court, Shimoga,—at the disposal of the - Court - depositing of -

---

I have the honour to invite your kind reference to this office letter of even No. dated 12th July 1944 on the above subject and to request the favour of an early reply in the matter.

I have the honour to be,
Sir,
Your most obedient servant,

for President,
District Board, Shimoga.

rcvd. The previous reference was sent to the Asst Secy Law on 2/87 ms. MSB 21/12

Asst Secy Law Secy Law 21/12

Submitted

The previous reference referred to in the note on this receipt and another further receipt on the subject bearing Diary Nos. 964 and 3059/44 of the Protection Branch have been sent to L.S.G. Branch for disposal on 10/2/45. This may also be sent to L.S.G. Branch.

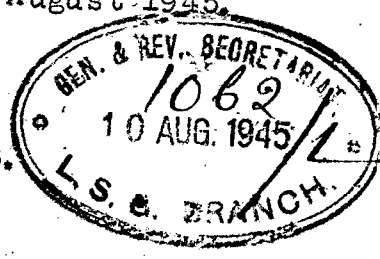
N.B.— Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

4/10/45 14/10

P.T.O.

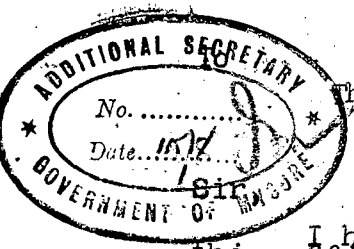
No.C.273/40-41.

Office of the President. District Board
Shimoga District.
Dated, Shimoga, 4th August 1945.



From

H.S.Rudrappa. Esq, B.Sc, LL.B.
President. District Board.
S H I M O G A



The Additional Secretary to Government
B A N G A L O R E.

Sir,

I have the honourx to invite kinde referencex to this office letter ofeven number dated 12-7-44, 20-10-44 and 12-12-44 requesting to address the Comptroller Bangalore to place a sum of Rs 330-12-0 at the disposal of the Subordinate Judge Shimoga for being paid to the Judgment Debtor in O.S.No.9 of 39-40 being the cost of the suit, I have the honour to state that no reply is received from Government so far. The Subordinate Judge Shimoga has often been reminding for the payment of this amount and he has again reminded on 3rd August 1945. for the payment of the sum of Rs 330-12-0 together with interest due from 3-7-41, to the Court within 9-8-45. This amount relates to the suit filed in connection with the Railway loan. I therefore request that the Comptroller may be addressed early to deposit the amount of Rs 330-12-0 with interest from 3-7-41 at the disposal of the Sub judge Shimoga very early as the matter is pending for over an year.

I have the honour to be
Sir,
Your most obedient servant

H.S.Rudrappa

President
District Board. Shimoga.

Appendix F. G.—1]

SUBJECT.....

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Section LD

File No. 57-42

Serial No.

Diary No. of letter replied to.....

No. L-1276

General and Revenue Secretariat

( )

the 194 .

To

The employees Co-operative Society Ltd
Bangalore

Date of issue 24.8.45

Sir,

Signed by Mr. GR Rao

I am directed to refer to this office memo No L 9145/LD 57-42-2 B 10.3.43 and to forward a copy of the letter No 29144 of even date addressed to the President, Dist Board, Shimoga regarding the arrangement made to pay a sum of Rs 2500 to the Jawali Urban Bank Ltd and to get a discharge of the Mortgage in connection with

List of enclosures.....

Copied by.....

Examined by.....

WD 0744—G P B—15,000—30-10-44

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat.

No. L-1276/LD 57-42. *Dated Bangalore,* 24th August 1945

FROM

The Additional *Secretary to the Government of His Highness the Maharaja of Mysore.*

To

The Comptroller to the Government of Mysore,
Bangalore.

Sir,

I am directed to invite reference to this office Memo No.L.9145 L.B.57-42-2 dated 10th March 1943 forwarding a copy of the letter No. L.9144 of the same idem addressed to the President, District Board, Shimoga, requesting that arrangements may be made to pay a sum of Rs.2,500/- to the ~~Bank~~ Javali Family Bank Ltd., and to get a discharge of the obligation in connection with the payment of interest on the Ad Interim District Board Railway Debenture Bond No.1531 owned by the Javali Family Bank Ltd.

In this connection I am to forward herewith, a copy of the marginally noted letters received from the President, Shimoga District Board and to request that immediate action may be taken to deposit the sum o Rs.330-12-0 with interest from 3-7-1941 with the Sub-Judge, Shimoga for payment to the judgment debtor in O.S. No.9 of 39-40, being the cost of the suit. The charge may be debited to the Railway Cess Accounts of the Shimoga District Board.

No.C.273/40-41 dated 12-7-44
No.C.273/40-41 " 4-8-45

I have the honour to be,
Sir,
Your most obedient servant,

for Additional Secretary to Government.

L.NS.4.

Immediate

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

General and Revenue Secretariat.

No. L-1276/LD 57-42 *Dated Bangalore, 24th August 1945*

FROM

Additional
The Secretary to the Government of His Highness the Maharaja of Mysore.

To

The Comptroller to the Government of Mysore,
Bangalore.

Sir,

I am directed to invite reference to this office Memo No.L.9145 L.B.57-42-2 dated 10th March 1943 forwarding a copy of the letter No. L.9144 of the same idem addressed to the President, District Board, Shimoga, requesting that arrangements may be made to pay a sum of Rs.2,500/- to the ~~Javali~~ Javali Family Bank Ltd., and to get a discharge of the obligation in connection with the payment of interest on the Ad Interim District Board Railway Debenture Bond No.1531 owned by the Javali Family Bank Ltd.

In this connection I am to forward herewith, a copy of the marginally noted letters received from the President, Shimoga District Board and to request that immediate action may be taken to deposit the sum of Rs.330-12-0 with interest from 3-7-1941 with the Sub-Judge, Shimoga for payment to the judgment debtor in O.S. No.9 of 39-40, being the cost of the suit. The charge may be debited to the Railway Cess Accounts of the Shimoga District Board.

No.C.273/40-41 dated 12-7-44
No.C.273/40-41 " 4-8-45

I have the honour to be,
Sir,
Your most obedient servant,

Additional Secretary to Government.

MBS

LNS.4.

G. R. S. App. F. G. 3.

GENERAL AND REVENUE SECRETARIAT.

(*Continuation sheet draft form.*)

L.4626

4.12.45

To

The Comptroller to Govt.

Sir,

Subject: Rs.330-12-0 due to Javali Family Bank Ltd, in O.S. No.9/39-40 on the file of the Sub-Judge, Shimoga - at the disposal of the Court - depositing of

In inviting reference to this office letter No.L.1276 dated 24/8/45 on the above subject, I am directed to enquire, if the sum of Rs.330/12/- has been since paid as ordered above.

The favour of a very early reply is requested.

I have etc

for

24/11/45

Rev Secretary

MGB

WD 0565—GPB—22,500—8-11-38

GOVERNMENT OF HIS HIGHNESS THE MAHARAJA OF MYSORE.

BER. & REV. SECRETARIAT 7013 8 APR. 1946 L. S. G. BRANCH.

Comptroller's Office, Bangalore.

No. 304/A.2 Dated the 30th March 1946.

4. APR. 1946

The Secretary to Government,
Development Department,
Bangalore.

Sir,

Re: Payment of Rs.330-12-0 to the Javali Family Bank Ltd.

With reference to your D.O.No.L.9804 dated 25-3-46, I have the honour to state that a bill for Rs.420-0-9 including the interest of Rs.84-4-9 was obtained from the President, District Board, Shimoga and was passed for payment on 21-12-45 due in favour of the Sub Judge, Shimoga by Transfer credit to Judicial Deposits and debit to Railway Cess Funds (Shimoga).

I have the honour to be,
Sir,
Your most obedient servant,

Comptroller.

RR)

No. L. 10905 — W/R

12.4.46.

To

The P.D.B Shimla

Sir

With reference to your letter No. C. 273/40-41 dated 4th August 1945 re. payment of a sum of Rs 330-12-0 to the Judgment Debtor in O.S. No. 9 of 39-40 relating to the Jawali Central Bank Ltd, I am directed to return herewith the file of records, in the subject, which was pending here in the Civil Court and to state that a bill for Rs 4-2-0 on 8/9 was presented for payment on 21/11/45 in favour of Lala Ishwar Das, Advocate, Jawali.

I have the honour to be Sir Your most obedient servant

for Secretary to Govt Rev Dept